



CLERK'S COPY,

Vol. II
TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1940 1941

No. 624 19

PHOENIX FINANCE CORPORATION, PETITIONER,

vs.

IOWA-WISCONSIN BRIDGE COMPANY

**ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT
OF APPEALS FOR THE EIGHTH DISTRICT**

PETITION FOR CERTIORARI FILED DECEMBER 13, 1940.

CERTIORARI GRANTED JANUARY 20, 1941.

United States Circuit Court of Appeals
EIGHTH CIRCUIT.

No. 11,734

CIVIL.

PHOENIX FINANCE CORPORATION A
CORPORATION OF THE STATE OF
DELAWARE, APPELLANT,
vs.
IOWA-WISCONSIN BRIDGE COMPANY, A
CORPORATION, APPELLEE.

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES
FOR THE NORTHERN DISTRICT OF IOWA

REFILED MAY 22, 1940.

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Judd & Detweiler (Inc.), Printers, Washington, D. C., Feb. 25, 1941.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March A. D. One thousand nine hundred and forty.

(Seal)

MARTIN G. HANNIGAN.

State of Delaware, to-wit:—

I, Daniel J. Layton, Chief Justice of the State of Delaware, and as such, the Presiding Judge of the Superior Court of the said State, do hereby certify that the foregoing Record and attestation, made by Martin G. Hannigan Esq., Prothonotary of the said Court, within the County of New Castle, whose name is thereto subscribed, and to which the seal of said Court is affixed, are in due form, and made by the proper officer.

In testimony whereof, I hereunto set my hand, this Seventh day of March A. D. One thousand nine hundred and forty.

Chief Justice.

[fol. 597] State of Delaware,
New Castle County—ss.:

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for the County of New Castle, do certify that the Honorable Daniel J. Layton, Esquire, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, Chief Justice of the State of Delaware, and, as such, the Presiding Judge of the Superior Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credit are, and ought to be, given, as well in Courts of Justice as elsewhere.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March A. D. One thousand nine hundred and forty.

MARTIN G. HANNIGAN,

(Seal)

Prothonotary.

[fol. 598] In the Superior Court of the State of Delaware
in and for New Castle County

Summons Case

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Please issue summons case to the September Term, A. D. 1939.

MARVEL MORFORD & LOGAN,

Attorneys for Plaintiff.

To

Martin G. Hannigan, Prothonotary

June 21, 1939.

Filed June 21, 4:12 P. M. '39, Martin G. Hannigan, Prothonotary.

[fol. 599]

Sum Case

New Castle County—ss.:

The State of Delaware,

To the Sheriff of New Castle County,—Greeting:

We Command You, That you summon Iowa-Wisconsin Bridge Company a corporation duly organized and existing under the laws of the State of Delaware late of your County Company so that it be and appear before the Judges of our superior Court at Wilmington, on Monday the Eighteenth day of September next to answer Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware of a plea of trespass on the case, etc.

And have you then there this Writ.

Witness, the Honorable Daniel J. Layton, at Wilmington,
the First day of May in the year of our Lord one
thousand nine hundred and thirty-nine.

Issued Jun. 22 1939.

MARTIN G. HANNIGAN,
Prothonotary.

(Seal)

[fol. 600]

.177

Sept. Term A. D. 1939.

Phoenix Finance Corporation a corporation duly organized and existing under the laws of the State of Delaware,

No. 65 vs.

Iowa-Wisconsin Bridge Company a corporation duly organized and existing under the laws of the State of Delaware.

Sum Case

MM&L, Esqs. Pro.q

Summoned Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, by serving a copy of the within writ upon Charles S. Peabbleo, Assistant Secretary of the Corporation Trust Company, said Corporation Trust Company being Resident Agent in the State of Delaware for the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, on the twenty-third day of June A. D. 1939. The President or other head officers of the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, not being found within the State of Delaware.

SAMUEL M. FORD,
Sheriff.

Cost	.75
Mg	.10
	<hr/>
	.85

In Sheriff's Hands

June 23 904 AM '39

New Castle County

[fol. 601] In the Superior Court of the State of Delaware
in and for New Castle County

Summons Case

September Term, 1939.

M. M. & L.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

W. & G.

No. 65 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 11, 1939. Ward & Gray enter appearance for deft.

Sept. 18, 1939. Affidavit of Demand filed, copy delivered.

[fol. 602] (Affidavit of Demand.)

In the Superior Court of the State of Delaware in and for
New Castle County

Summons Case

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

State of Florida,
County of Pinellas—ss.:

Before Me, Josie Lee Bates, a Notary Public for the State of Florida and the County aforesaid, personally comes M. K. Thompson, Treasurer of Phoenix Finance Corporation, the plaintiff above named, who being by me duly sworn according to law, deposes and says:

That she is Treasurer of Phoenix Finance Corporation, the said plaintiff; that annexed hereto are true and correct copies of the promissory notes sued on in this action; that the sum demanded of the said defendant is the sum of Twelve Thousand Six Hundred Ten Dollars and Nineteen Cents (\$12,610.19) with interest at the rate of 8% per annum on the sum of Twelve Thousand One Hundred Ten Dollars and Nineteen Cents (\$12,110.19) from the 7th day of July, 1933, and interest at the rate of 8% per annum on the sum of Five Hundred Dollars (\$500.00) from the 31st day of December, 1932, said interest rates of 8% being the lawful rate of interest in the State of Iowa at the time of the making and delivery of said promissory notes, and the said deponent further says that she verily believes that the said sum of Twelve Thousand Six Hundred Ten Dollars and Nineteen Cents (\$12,610.19) with interest as aforesaid is justly and truly due from the said defendant to the said plaintiff.

M. K. THOMPSON.

Corporate seal

[fol. 603] Sworn to and subscribed before me, this 30th day of June, A. D. 1939.

JOSIE LEE BATES,
Notary Public.
Notarial Seal

[fol. 604] \$ ° ° 500. ° ° Des Moines, Iowa, December 31, 1932.

On the 31 day of June, 1933, for value received we promise to pay to the order of Phoenix Finance Corporation the sum of Five Hundred and No/100 Dollars Payable at 316 12th Street, Des Moines, Iowa. with interest at 8 per cent. for annum from date. Interest payable semi annually.

Upon default of payment of this note, the makers, endorsers, guarantors, and sureties, agree to pay all attorneys' fees and expenses of collection, and consent that any justice of the peace may have jurisdiction on this note to the amount of \$300.00, and we do hereby severally waive demand of payment, protest, and notice of protest of this note and consent that time of payment may be extended

without notice. A failure to pay interest when due, shall cause this note to become due.

IOWA-WISCONSIN BRIDGE
COMPANY,

By Oscar R. Thorson, Secy-Treas.

P. O. Address

No.

[fol. 605]

Des Moines, Iowa.

\$12,110.19

July 7, 1933.

On Demand, for value received, the undersigned promises to pay to the order of the Phoenix Finance Corporation at its office in Des Moines, Iowa, the sum of Twelve Thousand One Hundred Ten and 19/100 Dollars (\$12,110.19) with interest payable semi annually at the rate of Eight (8%) per cent per annum from date.

Default in the payment of any installment of interest hereof, shall at the option of the holder hereof and without notice render the then unpaid balance of the principal hereof and accrued interest thereon, at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon at any time, or times, shall not affect the liability of said party hereto.

And, we, the undersigned, hereby transfer and deliver to the legal holder of the above note, as collateral security, for the payment of said note and of any other liabilities of the undersigned to the said payee or assigns, due or to become due, or that hereafter may be contracted, the following Class B. bonds of the Iowa-Wisconsin Bridge Company described as Follows:

Bond Nos.	Denomination	Maturity Date	Total
106 to 111 inc.	\$ 100 00	Feb. 1, 1947	\$ 600 00
119	500 00	Feb. 1, 1947	500 00
121 to 130 inc.	500 00	Feb. 1, 1949	5,000 00
131	5000 00	Feb. 1, 1950	5,000 00
132 to 139 inc.	500 00	Feb. 1, 1951	4,000 00
142	5000 00	Feb. 1, 1952	5,000 00

20,100 00

The undersigned hereby gives the said payee or assigns, authority to sell the said bonds or any part thereof or any substitutes therefor, and all additions thereto, on the maturity of the above note, or any time thereafter, at any public or private sale, the option of the said payee or assigns, without publishing notice of the same, or giving notice, with the right to said payee or assigns themselves to be the purchasers. And after deducting all costs and expenses, including legal attorney's fees, to apply the residue of proceeds of sale to the payment of any, either or all liabilities as aforesaid, as said payee or assigns shall elect, returning the overplus to the undersigned; and in case the said proceeds shall not cover the principal, interest and said expenses, the undersigned promises to pay the deficiency immediately after such sale with interest on the unpaid balance of principal at 8% per annum.

Signed by authority of the Board of Directors of the Iowa-Wisconsin Bridge Company this 7th day of July, 1933.

IOWA-WISCONSIN BRIDGE
COMPANY,

By Emory H. English, Vice President,
By Oscar R. Thorson,

Corporate Seal

Secretary Treasurer.

[fol. 606] In the Superior Court of the State of Delaware
In and For New Castle County.

Summons Case.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 18, 1939. Narr filed, copy delivered. Rule pleas by first general rule day in October.

[fol. 607] In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

New Castle County:—ss.:

Iowa-Wisconsin Bridge Company, a corporation of the State of Delaware, the defendant in this suit, was summoned to answer Phoenix Finance Corporation, a corporation of the State of Delaware, the plaintiff in this suit, of a plea of trespass on the case upon promises, and thereupon the said plaintiff, by Marvel, Morford & Logan, its attorneys, complains:

For That Whereas, the said defendant, heretofore, to-wit, on the 31st day of December, A. D. 1932, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, made its certain promissory note in writing bearing date the day and year aforesaid, and thereby then and there promised to pay on the 31st day of June, A. D. 1933, to the order of the said plaintiff, for value received the sum of Five Hundred Dollars (\$500.00), payable at 316 12th Street, Des Moines, Iowa, with interest at 8% per annum from the date thereof, payable semi-annually, and then and there delivered the said promissory note to the said plaintiff; by means whereof and by force of the statute in such cases made and provided, it, the said defendant, then and there became liable to pay to the said plaintiff the said sum of money in said promissory note specified, according to the tenor and effect of said promissory note; and being so liable, it, the said defendant, in [fol. 608] consideration thereof, afterwards, to-wit, on the day and year aforesaid, at New Castle County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay it the said sum of money in said promissory note specified, according to the tenor and effect thereof.

And Whereas Also, the said defendant, heretofore, to-wit, on the 7th day of July, A. D. 1933, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, made its certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, on demand, for value received, to the order of the said plaintiff, at its office in Des Moines, Iowa, the sum of Twelve Thousand One Hundred Ten Dollars and Nineteen Cents (\$12,110.19), with interest, payable semi-annually, at the rate of 8% per annum from the date thereof, and then and there delivered the said promissory note to the said plaintiff; by means whereof and by force of the statute in such cases made and provided, it, the said defendant, then and there became liable to pay to the said plaintiff the said sum of money in said promissory note specified, according to the tenor and effect of said promissory note; and being so liable, it, the said defendant, in consideration thereof, afterwards, to-wit, on the day and year aforesaid, at New Castle County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay it the said sum of money in said promissory note specified, according to the tenor and effect thereof. And the said plaintiff in fact says that afterwards, to-wit, on or about the 1st day of October, A. D. 1933, to-wit, at the County aforesaid, payment of said sum of money in said promissory note specified was duly demanded by the plaintiff of the said defendant, according to the tenor and effect of said promissory note.

[fol. 609] And Whereas Also, the said defendant, heretofore, to-wit, on the 7th day of July, A. D. 1933, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, made its certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there promised to pay, on demand, for value received, to the order of the said plaintiff, at its office in Des Moines, Iowa, the sum of Twelve Thousand One Hundred Ten Dollars and Nineteen Cents (\$12,110.19), with interest, payable semi-annually, at the rate of 8% per annum from the date thereof, and then and there delivered the said promissory note to the said plaintiff; by means whereof and by force of the statute in such cases made and provided, it, the said defendant, then and there became

liable to pay to the said plaintiff the said sum of money in said promissory note specified, according to the tenor and effect of said promissory note; and being so liable, it, the said defendant, in consideration thereof, afterwards, to-wit, on the day and year aforesaid, at New Castle County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay it the said sum of money in said promissory note specified, according to the tenor and effect thereof.

And Whereas Also, the said defendant, afterwards, to-wit, on the 1st day of January, A. D. 1934, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, was indebted to the said plaintiff in the sum of Fifteen Thousand Dollars (\$15,000.00), for so much money by the said plaintiff before that time lent and advances to the said defendant at its like special instance and request.

And Also in the further sum of Fifteen Thousand Dollars (\$15,000.00), like lawful money, for so much money by the said plaintiff before that time paid, laid out and expended to and for the use of the said defendant at its like special instance and request.

And Also in the further sum of Fifteen Thousand Dollars (\$15,000.00), like lawful money, for so much money by [fol. 610] the said defendant before that time had and received to and for the use of the said plaintiff.

And Whereas Also, the said defendant, afterwards, to-wit, on the day and year aforesaid, at the County aforesaid, accounted with the said plaintiff of and concerning divers other sums of money from the said defendant to the said plaintiff before that time due and owing and then in arrears and unpaid, and on such accounting the said defendant was then and there found to be in arrear and indebted to the said plaintiff in the further sum of Fifteen Thousand Dollars (\$15,000.00) of like lawful money.

And Whereas Also, the said defendant, afterwards, to-wit, on the 1st day of July, A. D. 1939, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, was indebted to the said plaintiff in the further sum of Seven Thousand Dollars (\$7,000.00), like

lawful money, for so much money before that time and then due and payable from the defendant to the said plaintiff for interest upon and for the forbearance of divers large sums of money before then lent and advanced by the said plaintiff to the said defendant at its special instance and request, and by it, the said plaintiff, forborne to the said defendant for divers long spaces of time before then elapsed, at the like special instance and request of the said defendant, and also for other money before that time and then due and payable from the said defendant to the said plaintiff for interest upon and for the forbearance of divers other large sums of money before then due and owing from the said defendant to the said plaintiff, and by it, the said plaintiff, forborne to the said defendant for divers large spaces of time before then elapsed, at the like special instance and request of the said defendant.

And Being So Indebted, it, the said defendant, in consideration thereof, afterwards, to-wit, on the several dates aforesaid, at Des Moines, in the County of Polk, State of Iowa, to-wit, at New Castle County aforesaid, undertook and then and there faithfully promised the said plaintiff to pay it the said aforementioned sums of money when it, [fol. 611] the said defendant, should be thereunto afterwards requested.

Nevertheless, the said defendant, not regarding its said several promises and undertakings in this behalf, did not pay to the said plaintiff the several sums of money above mentioned, or any of them, or any part thereof, although often requested so to do; but the said defendant hath hitherto neglected and refused and still doth neglect and refuse to pay the same to the said plaintiff, to the damage of the said plaintiff of the sum of Twenty-five Thousand Dollars (\$25,000.00), and therefore it brings its suit, &c.

MARVEL MORFORD & LOGAN,
Attorneys for Plaintiff.

[fol. 612] Copy of Instruments Sued Upon.

\$°°500.00°° Des Moines, Iowa, December 31, 1932.

On the 31 day of June, 1933, for value received we promise to pay to the order of Phoenix Finance Corporation the

sum of Five Hundred and No/100 Dollars Payable at 316 12th Street, Des Moines, Iowa, with interest at 8 per cent. per annum from date. Interest payable semi annually.

Upon default of payment of this note, the makers, endorsers, guarantors and sureties, agree to pay all attorneys' fees and expenses of collection, and consent that any justice of the peace may have jurisdiction on this note to the amount of \$300.00, and we do hereby severally waive demand of payment, protest, and notice of protest of this note and consent that time of payment may be extended without notice. A failure to pay interest when due, shall cause this note to become due.

IOWA WISCONSIN BRIDGE
COMPANY,

By Oscar R. Thorson, Secy-Treas.

P. O. Address

No.

[fol. 613]

Des Moines, Iowa.

\$12,110.19

July 7, 1933.

On Demand, for value received, the undersigned promises to pay to the order of the Phoenix Finance Corporation at its office in Des Moines, Iowa, the sum of Twelve Thousand One Hundred Ten and 19/100 Dollars (\$12,110.19) with interest payable semi annually at the rate of Eight (8%) per cent per annum from date.

Default in the payment of any installment of interest hereof, shall at the option of the holder hereof and without notice render the then unpaid balance of the principal hereof and accrued interest thereon, at once due and payable.

Extension of the time of payment of all or any part of the amount owing hereon at any time, or times, shall not affect the liability of said party hereto.

And we, the undersigned, hereby transfer and deliver to the legal holder of the above note, as collateral security,

for the payment of said note and of any other liabilities of the undersigned to the said payee or assigns, due or to become due, or that hereafter may be contracted, the following Class B. bonds of the Iowa-Wisconsin Bridge Company described as follows:

Bond Nos.	Denomination	Maturity date	Total
106 to 111 inc.	\$ 100 00	Feb. 1, 1947	\$ 600 00
119	500 00	Feb. 1, 1947	500 00
121 to 130 inc.	500 00	Feb. 1, 1949	5,000 00
131	5000 00	Feb. 1, 1950	5,000 00
132 to 139 inc.	500 00	Feb. 1, 1951	4,000 00
142	5000 00	Feb. 1, 1952	5,000 00
			<hr/> 20,100 00

The undersigned hereby gives the said payee or assigns, authority to sell the said bonds or any part thereof or any substitutes therefor, and all additions thereto, on the maturity of the above note, or any time thereafter, at any public or private sale, at the option of the said payee or assigns, without publishing notice of the same, or giving notice, with the right to said payee or assigns themselves to be the purchasers. And after deducting all costs and expenses, including legal attorney's fees, to apply the residue of proceeds of sale to the payment of any, either or all liabilities as aforesaid, as said payee or assigns shall elect, returning the overplus to the undersigned; and in case the said proceeds shall not cover the principal, interest and said expenses, the undersigned promises to pay the deficiency immediately after such sale with interest on the unpaid balance of principal at 8% per annum.

Signed by authority of the Board of Directors of the Iowa-Wisconsin Bridge Company this 7th day of July, 1933.

**IOWA-WISCONSIN BRIDGE
COMPANY,**

By Emory H. English, Vice President,
By Oscar R. Thorson

Corporate Seal

Secretary-Treasurer.

[fol. 614]—

Bill of Particulars.

For money lent and advanced to Iowa-Wisconsin Bridge Company by Phoenix Finance Corporation, to-wit, on or about the 31st day of December, A. D. 1932	\$ 500.00
For interest due and owing upon the above sum of money by Iowa-Wisconsin Bridge Company to Phoenix Finance Corporation from the 31st day of December, A. D. 1932 to date	300.00
For money lent and advanced to Iowa-Wisconsin Bridge Company by Phoenix Finance Corporation, to-wit, on or about the 7th day of July, A. D. 1933	12,110.19
For interest due and owing upon the above sum of money by Iowa-Wisconsin Bridge Company to Phoenix Finance Corporation from the 7th day of July, A. D. 1933 to date...	6,700.00

[fol. 615] In the Superior Court of the State of Delaware
In and For New Castle County.

Summons Case.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 19, 1939. Time for filing affidavit of defense extended to Oct. 3, 1939, by consent of the respective attorneys.

Oct. 3, 1939. Affidavit of defense filed, copy sent to M. M. & L. attorneys for Plaintiff.

[fol. 616] (Affidavit of Defense.)

In the Superior Court of the State of Delaware in and for
New Castle County

Summons Case

September Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

State of Iowa,
Cerro Gordo County—ss.:

Be It Remembered that on this 30th day of September A. D. 1939, before me, F. T. Barrett, a Notary Public of the state of Iowa, in and for Cerro Gordo County, personally comes Irene M. Bell, Secretary and Treasurer of the Iowa-Wisconsin Bridge Company, the defendant above named, who being by me duly qualified according to law, deposes and says that she is the Secretary and Treasurer of the Iowa-Wisconsin Bridge Company, defendant in the above named suit, and that she verily believes that there is a legal defense to the whole of the cause of action in said suit, the nature and character of which defense is fraud, want of consideration, former adjudication, want of lawful authorized execution and delivery, and offset.

That John A. Thompson was president of and interested in and with his wife M. K. Thompson and associates A. B. Wilder and Emery H. English, controlled the Phoenix Finance System Incorporated and other affiliated companies.

That M. White was John A. Thompson's secretary and an officer of the Phoenix Finance System Incorporated.

[fol. 617] That Thompson & Company was a wholly owned subsidiary of the Phoenix Finance System Incorporated and was but an agency adjunct and instrumentality of the Phoenix Finance System, Inc. and used as such.

That in October and November 1930 through negotiations with John W. Shaffer and Vernon W. O'Connor, John A. Thompson became president of and acquired control of the Iowa-Wisconsin Bridge Company (hereinafter called the Bridge Company). At about the same time the number of directors of the Bridge Company was increased and Thompson together with other directors of the Phoenix Finance System, Inc. became directors of the Bridge Company. From that time on, Thompson controlled the Bridge Company.

On November 26, 1930, a stated settlement as of October 31, 1930, was made between the Standard Shares Holding Company and the Bridge Company, under which there were delivered to the Bridge Company by its trustees, liquid assets, such as cash, bills and accounts receivable, stocks and bonds, inventoried at \$90,235.68; construction accounts representing amounts which had been paid for construction to date aggregating \$183,496.90, and equipment, etc., amounting to \$1,986., and commission and organization and expense accounts amounting to \$75,231.08, making a total of \$350,950.00, and there had been sold by said trustee for the account of the Bridge Company stock of the latter at \$100 per share, amounting to \$350,950.00. The settlement also provided for the return of all stock of the Bridge Company held by said trustee except 1500 shares of Class B stock, which were returned to the Bridge Company in consideration of a so-called management contract, the terms of which are immaterial in this litigation. On the \$90,935.00 of liquid assets, there was later realized over \$79,000.00 in cash and the Bridge Company had treasury stock in the amount of \$390,050.00 to build its superstructure and complete its bridge. The substructure was practically complete and the sub-contractor thereof had [fol. 618] been paid within \$8200.00 of the total cost and the grading was well under way.

Under date of November 11, 1930, a contract for the completion of the bridge was entered into between the Bridge Company, acting through John A. Thompson as president and John W. Shaffer & Company, which included erection of super-structure of the bridge, erection of piles and trestles over certain sloughs, erection of toll house,

etc., and surfacing of roadway and whereby the Bridge Company agreed to and did pay \$10,000 in cash and agreed to and did deliver 3200 shares of its capital stock at a fixed price of \$320,000 to John W. Shaffer & Company, and Shaffer & Company in said contract agreed to furnish a surety bond to insure the obligations of said Shaffer & Company. Extras were required to be ordered in writing. John W. Shaffer & Company sublet the contract for steel to McClintic-Marshall Company and the construction work to the Industrial Contracting Company.

In November 1930 immediately after the issuance of said 3200 shares of stock to Shaffer & Company the latter company sold said stock to Thompson & Company and received the promissory note of Thompson & Company for \$224,000 therefor.

That about the first of November 1930 140 shares of Bridge Company stock were issued to Phoenix Finance System, Inc. and the value thereof fixed at \$100 per share, to-wit: \$14,000. That upon the issuance of such stock Phoenix Finance System, Inc. became indebted to the Bridge Company for said amount. That such amount has not been paid. That the Phoenix Finance System, Inc. disposed of such stock to the public. That thereafter John A. Thompson, then president of the Bridge Company, dominating and controlling the Bridge Company, and his associates caused the execution of a purported guaranty contract providing for the turning over to the Phoenix Finance System, Inc., such stock without payment therefor. That in such transaction John A. Thompson acted in a dual capacity as president of the Bridge Company and as president of the Phoenix Finance System, Inc. and acted [fol. 619] in the interests of himself and his affiliated companies as against the interests of the Bridge Company and dealt with himself in such transaction. That the Bridge Company has not received consideration for the aforesaid stock and there is due the Bridge Company on account thereof the sum of \$14,000 with interest.

That John A. Thompson on November 5, 1930 purchased 65 shares of Bridge Company stock from the Bridge Com-

pany at \$100 per share, and on the same day A. B. Wilder, also a director of the Bridge Company, purchased 10 shares of Bridge Company stock from the Bridge Company at \$100 per share. That on the 31st day of December, 1930, Thompson & Company purchased 170 shares of Bridge Company stock from the Bridge Company at \$100 per share. That subsequent to such purchase of stock by John A. Thompson and A. B. Wilder on the 31st day of December, 1930 the said John A. Thompson through his dominant control of the Bridge Company, credited to Thompson & Company on the books of the Bridge Company 15% commission on all of the aforesaid stock in the sum of \$3,675.00. That it was the duty of John A. Thompson and A. B. Wilder as directors of the Bridge Company to assist in selling stock owned by the Bridge Company. That in the selling of said stock no exceptional or extraordinary services were rendered and they were not entitled to credit for said commissions.

A stockholders' meeting of the Bridge Company was held March 10, 1931, which was controlled by the stock of Thompson & Company and John A. Thompson, 1310 shares and proxies held by Thompson 375 shares, a total of 1685 shares out of 2586 shares represented, at which meeting a board of directors was elected controlled by said Thompson. Following said stockholders' meeting, a directors' meeting was held attended by only Thompson directors, viz., V. W. O'Connor, John A. Thompson, A. B. Wilder and Oscar R. Thorson. At this meeting, there was passed a purported resolution providing for the issuance of a \$50,000 mortgage to the Phoenix Finance System, Inc., on the properties of the Iowa-Wisconsin Bridge Company which resolution contained the false and fraudulent recital [fol. 620] that funds received from sale of stock had been inadequate to properly finance the rapid completion of the bridge; whereas, the Bridge Company then had nothing to do with the sale of stock and it had delivered to J. W. Shaffer & Company \$320,000 of its [stock] and \$10,000 in cash for the completion of the bridge. That pursuant to such resolution a mortgage was executed to Phoenix Finance System, Inc. for \$50,000 signed on behalf of the Bridge Company by A. B. Wilder, who was then also an officer and director of said mortgage company. That in

truth and in fact no indebtedness of said Bridge Company to the Phoenix Finance System, Inc. existed and the Bridge Company received no consideration for the execution of said mortgage; that the same was and is wholly without consideration, fraudulent and void. At said time said Thompson caused entries to be made on the books of said Bridge Company purporting to show the receipt of \$50,000 in cash, whereas, in truth and in fact, said amount and no part thereof was received by the Bridge Company.

That about the 11th of March 1931 John A. Thompson and his affiliated companies, through the dominant control of the Iowa-Wisconsin Bridge Company, caused a payment of \$3000 to be made from the funds of the Bridge Company to A. B. Wilder through the medium of checks issued to John W. Shaffer and immediately endorsed and delivered to A. B. Wilder, and \$1000 thereof was then turned over to Thompson & Company by said Wilder. That the said Wilder was then an officer and director of the Phoenix Finance System, Inc., and also a director of the Bridge Company. That no resolution was passed by the stockholders or directors of the Bridge Company authorizing such payments to said Wilder nor was there any action taken or resolution passed by the Bridge Company providing for the payment of any amount to said Wilder for services nor had there been nor were there any exceptional or extraordinary services rendered by said Wilder to the Bridge Company. That no consideration passed to the [fol. 621] Bridge Company for such sums. That the said Thompson and his affiliated companies controlling the Bridge Company, so manipulated its books as to cause fictitious entries to be made thereon as though said sums were paid on approaches, when in fact no work was done on approaches for which said sums or any part thereof was a proper payment. That payment of said amounts was a misappropriation of the Bridge Company's funds.

That on the 1st day of November 1931 John A. Thompson and his affiliated companies through the exercise of dominant control of the Bridge Company turned over to the Bridge Company \$5,410.85 of notes taken by Thompson & Company stock owned by Thompson & Company and with which Thompson & Company held as collateral such

stock sold by it. That said Thompson & Company took or received from the Bridge Company \$5,410.85 for such notes. That in such transaction John A. Thompson acted in a dual capacity as president of the Bridge Company and as president of the Phoenix Finance System, Inc., and controlling its subsidiary Thompson & Company and acted in the interests of himself and his affiliated companies against the interests of the Bridge Company and dealt with himself in such transaction. The Bridge Company at the time of such transaction did not have any surplus from which it could purchase any of its stock.

That notwithstanding the alleged mortgage Thompson & Company continued to sell its bridge stock through its agents at \$100 per share, on the representation that the Bridge Company had no funded debt, and concealed the fact of the existence of said mortgage from stockholders and directors of the Bridge Company.

That on August 6, 1931, John W. Shaffer & Company owed Industrial Contracting Company \$10,000; McClintie-Marshall Company \$11,262.71, and to Kramer & Hogg an amount, then in dispute, Shaffer & Company also claimed to be entitled to payment for certain steel; certain extra labor and material, and commissions. There were also [fol. 622] other matters in dispute between the Bridge Company and Shaffer & Company with reference to the bridge contracts. To make a complete settlement, a stated settlement contract was made August 6, 1931, between the Bridge Company, as party of the first part, and John W. Shaffer, V. W. O'Connor, John W. Shaffer & Co., and Standard Shares Holding Company, as parties of the second part, which was executed on behalf of the Bridge Company, by J. A. Thompson as president and which provided:

(a) That the Bridge Company transfer to the other parties to the contract 120 shares of its common stock and 80 shares of its preferred stock and certain other securities which were of the value of \$2,475, and pay to Kramer & Hogg the balance due them.

(b) That the second parties (Shaffer, O'Connor, Standard Shares Holding Company and Shaffer & Company)

accept such consideration "as full and complete settlement of all sums due them and/or any of them and for full satisfaction and stated settlement of any and all claims of all kinds whatsoever arising out of any contract or other relations between the parties hereto and/or pertaining in any way to said toll bridge and second parties separately and jointly hereby release said Iowa-Wisconsin Bridge Company fully and completely. Second parties hereby specifically acknowledge receipt of full payment for all engineering, designing and building of said bridge, and for all material, services and all other things pertaining to said bridge."

The Bridge Company pursuant to this contract delivered 200 shares of its stock of the value of \$20,000 and other securities of the value of \$2,475.

That at about the same time John W. Shaffer agreed to and did turn over to Thompson of Thompson and Company, and president of the Phoenix Finance System, Inc., \$10,000 of the Bridge Company stock (100 shares received by Shaffer) and Thompson & Company agreed to pay \$10,000 owing to the Industrial Contracting Company and \$11,262.71 owing to the McClintic-Marshall Company. Neither the Industrial Contracting Company nor the Mc-[fol. 623] Clintic-Marshall Company had any contract with the Bridge Company, nor was the Bridge Company indebted to them in any amount.

On September 24, 1931, the Industrial Contracting Company drew a sight draft on Phoenix Finance System, Inc. for the balance of \$10,000 due them which Thompson & Company had agreed to pay and for which the Bridge Company was not liable. As a part of the fraudulent scheme and plan, leading up to the issuance of the bonds hereinafter mentioned, said John A. Thompson caused entries and deposits and withdrawals on the Bridge Company's records to be made, purporting to show that Phoenix Finance System, Inc. had advanced to the Bridge Company the sum of \$10,000 and that the Bridge Company had made payment on said sight draft, and pretended thereby to show an indebtedness of \$10,000 due from the Bridge Company to Phoenix Finance System, Inc., whereas, in truth and in fact, the said amount was an obligation of Thomp-

son & Company and not of the Bridge Company, and nothing was due from the Bridge Company to Phoenix Finance System, Inc. on account thereof.

That on November 11, 1931, a meeting of the directors of the Bridge Company was held at which a majority present were dominated by John A. Thompson, as president. At this meeting it was represented by John A. Thompson that there was due the Phoenix Finance Corporation \$54,000 on the purported mortgage of March 10, 1931, and \$10,000 for money advanced Industrial Contracting Company; that there was other indebtedness including a claim of McClintic-Marshall Company for \$12,000 and further obligations aggregating \$40,000. That at said meeting resolutions were adopted providing for a bond issue of \$200,000; for a stockholders' meeting to consider the bond issue; for the delivery of bonds to pay the \$50,000 mortgage; and for the payment of other alleged claims.

On the same date, a letter prepared at the dictation of John A. Thompson, and signed by Oscar R. Thorson, as [fol. 624] Secretary-Treasurer, of the Bridge Company, under his direction was sent to the stockholders of said Bridge Company. In said letter it was falsely and fraudulently represented to the stockholders of the Bridge Company for the purpose of inducing said stockholders to approve the proposed bond issue of \$200,000, and to induce them to forward proxies to said Thompson and his associates, as follows:

(a) That in October, 1930, negotiations were opened with Phoenix Finance System, Inc., to lend its aid in arranging for the financing of the completion of the bridge and to save the project from absolute failure.

(b) That there was an understanding that the Phoenix Finance would be repaid by the Bridge Company on demand for any such advances that might be required to be made by it temporarily in order to fulfill the guarantee and to permit the continuation of work on the bridge.

(c) That sale of stock to the public showing no improvement and in order that the work on the bridge might not be delayed Phoenix Finance System, Inc. made substantial advances.

(d) That construction of the bridge went forward without delay and the cash required for material and labor was advanced regularly by the Phoenix Finance Company.

(e) That there had been advanced by the Phoenix Finance System, Inc. to the Bridge Company in the payment of bills for labor and [material] to complete the bridge approximately \$70,000, \$50,000 of which is secured by a mortgage which was due December 10, 1931.

(f) In addition to the sum of \$70,000 which has been advanced by the Phoenix Finance System, Inc. there will be immediately required the further sum of approximately \$25,000 to complete payment of outstanding obligations.

(g) The board of directors was confronted with the problem of raising additional funds with which to satisfy the claims of Kramer & Hogg and McClintic-Marshall and Company in order to prevent threatened liens and litigations to collect these amounts.

[fol. 625] (h) There was never intended that this cash advanced by Phoenix Finance System, Inc. to the Bridge Company should be of a permanent nature and it must be repaid.

That the aforesaid representations were misleading, false and fraudulent.

That following the aforesaid letter, notice of a proposed stockholders' meeting for December 22, 1931, with form of proxy running to Emory H. English, Oscar R. Thorson and J. R. Thompson enclosed was sent to Class B. voting stockholders and the fraudulent statements contained in the letter of November 11, 1931, were not corrected, nor was any true information given with respect thereto. That said notice called for a special meeting of Class B voting common stock, to consider and authorize directors to borrow, not to exceed \$200,000; to authorize the execution of mortgage bonds, not to exceed that amount, and to provide the terms and conditions under which such bonds should be issued; to authorize the directors to convey to a named trustee by mortgage deed of trust all of the property and assets of the company to secure the payment of the principal and interest of such bonds; to authorize the

directors to sell, pledge or otherwise dispose of such bonds and to apply the proceeds thereof to such corporate purposes as the board might from time to time determine. In response to such letter of November 11, 1931, and said notice of November 20, 1931, the proxies of stockholders were procured reading to Oscar R. Thorson, Emory H. English and J. R. Thompson, Emory H. English and Oscar R. Thorson being the representatives of John A. Thompson, and these proxies were voted by Oscar R. Thorson in unison with the stock and proxies held by John A. Thompson, controlled and dominated the stockholders' meeting held on December 22, 1931, as part of the scheme, plan and conspiracy. At this meeting Oscar R. Thorson voted by proxy 1011 shares and in person 18 shares and John A. Thompson by proxy 505 shares and in person 137 shares and Mrs. John A. Thompson in person 20 shares, M. White [fol. 626] 18 shares. The shares thus voted by Thorson, John A. Thompson, M. K. Thompson and M. White being 1709 shares, which were more than a majority of the 2608 shares represented at the meeting. That at said meeting there was adopted a resolution authorizing the issuance of first mortgage bonds in the aggregate principal sum of \$200,000, and the conveyance by mortgage deed of trust of all of the property of the Bridge Company to secure the payment of such bonds. The resolution relating to the bond issue was voted and carried by the votes of said John A. Thompson and his controlled associates Oscar R. Thorson, M. White and his wife M. K. Thompson. Such resolution was presented at said stockholders meeting with false preambles and representations as reasons or excuse for voting the bond issue as follows:

(a) "Whereas it was originally contemplated that the funds necessary to construct the Blackhawk Bridge would be acquired through the sale of stock and whereas a substantial part of the funds were acquired in that manner, but due to a change in general economic conditions [its] developed that it was impossible to realize sufficient funds from that source as rapidly as the same were required to complete the bridge project economically,

(b) "Whereas, it was necessary for the company to borrow funds to expedite the completion of said bridge and avoid disaster and whereas the amount of steel required

and cost of building the bridge was greatly in excess of the cash originally estimated.

(c) "Whereas, there now remains unsold capital stock of the company in the approximate amount of \$120,000.

(d) "Whereas, it now becomes necessary for the company to raise sufficient funds with which to pay loans made to the company by the Phoenix Finance System, Inc. a greater portion of which is secured by mortgage on the property of the company and which is now past due.

(e) "Whereas, the company for these and other corporate purposes will be presently required to borrow not to exceed \$100,000 to discharge these obligations and others [fol. 627] which it is contemplated will presently arise.

(f) "Whereas, it is anticipated that additional funds, not to exceed \$100,000 may from time to time be required to discharge present or future obligations of the company to provide for the payment of pavement and improvement of dike and to care for flood conditions and other emergencies.

(g) "Whereas, the company finds itself unable to acquire funds for these [purposes] except through the creation and issuance of bonds secured by mortgage deed of trust covering the assets, property and income of the property, and whereas the interests of the stockholders would be jeopardized unless such funds or a part thereof are made available within a reasonable time."

That the aforesaid preamble, statements and representations were misleading, false and fraudulent and made with intent to deceive and defraud the Bridge Company and its stockholders. That said meeting was wholly controlled and dominated by John A. Thompson and his associates, officers and directors of the Phoenix Finance System, Inc. That other stockholders, relying on the aforesaid false and fraudulent statements contained in said letters and notice and [believing] the same to be true and knowing not to the contrary sent a proxy in the form aforesaid. That independent stockholders at said meeting relying on the aforesaid representations and believing the same to be true and not knowing the contrary voted for such resolutions, and independent and uncontrolled stockholders who voted

for such resolutions did so on account of being deceived by the aforesaid false representations.

That following such special meeting, a directors' meeting was held, dominated and controlled by John A. Thompson, at which meeting a purported resolution was passed with respect to the \$50,000 mortgage, and with reference to the issuance of the bonds therefor; that at said meeting it was represented and claimed by John A. Thompson that it was a valid and bona fide mortgage, and that said John A. Thompson did not disclose the fact that the alleged [fol. 628] mortgage was not based on a proper consideration, and that the same was fraudulent; and that such independent directors as were present, voting for such resolution on the said representations of said John A. Thompson, believed the same to be true, knowing nothing to the contrary and were deceived thereby.

On January 5, 1932, a directors' meeting of the Bridge Company was held at which there were present four Thompson controlled directors, Emory H. English, Oscar R. Thorsen, A. B. Wilder and M. White, and no others, at which meeting these four Thompson-Phoenix Finance System, Inc. directors passed a resolution to purchase from the Phoenix Finance System, Inc. 517 shares of Class A. preferred stock for \$51,700., with interest at the rate of 6% from January 1, 1931, and to deliver Class B bonds of the Bridge Company in such face amount as would on the basis of 8% yield \$51,700 with interest thereon which amounted to \$60,500 of bonds. That neither on the 5th day of January, 1932, nor at any time thereafter did the Iowa-Wisconsin Bridge Company have any surplus with which to make a repurchase of its own stock.

That while the Articles of Incorporation of the Bridge Company contain the following provisions set forth in paragraph seven of the interveners' petition of intervention, and paragraph eleven of these findings of fact, the Bridge Company, through the influence of the said Thompson and his associates, caused \$60,500 of said bonds to be issued to the said Thompson or his owned and controlled [institutions]. When that was done, there was outstanding other Class A stock held by other stockholders who were not given the permission or opportunity by the Bridge Com-

pany, as was the said Thompson and his affiliated companies, to surrender such Class A stock and receive bonds, as did the said Thompson and his institutions. That no notice of intention of the corporation to redeem said Class A. shares was mailed or given to holders of said stock, as required by said paragraph seven of the Articles of Incorporation, except to the said Thompson and his controlled [fol. 629] companies. That in other words, all of the said Class A stock was not purchased by the Bridge Company at said time through the issuance of the said bonds or otherwise, nor was a portion of the said Class A stock redeemed proportionately, as provided by the Articles of Incorporation set forth in paragraph seven of the petition of intervention and paragraph 11 of these findings. And at said time the said Class A stock was thus surrendered by the said Thompson without notice to the other stockholders similarly situated, and that such transaction took place without a legal authorizing vote, on the part of the stockholders or directors of the Bridge Company. That so far as Thompson and his associates were concerned, they were voting under the influence of Thompson, but so far as independent stockholders and directors were concerned, they did not know the true facts when they voted for the pretended authorizing resolution.

That when the said Thompson and his companies exchanged the said Class A stock for the said bonds in the amount of approximately \$60,500, such action caused an impairment of the capital of the corporation in violation of said Delaware statute.

That the action of the said Thompson, in promoting said exchange of Class A stock for bonds, was fraudulent and for the purpose of conferring on himself a preference over other holders of Class A stock. That by thus conspiring and acting fraudulently the said Thompson did acquire a preference over other holders of such Class A stock.

That on March 7, 1932, a meeting of the board of directors of the Bridge Company was held at which were present Emory H. English, John A. Thompson, M. K. Thompson, Oscar R. Thorson, H. T. Wagner and A. B. Wilder, all Thompson and Phoenix Finance System, Inc., controlled directors, at which a purported resolution was

adopted for the delivery of \$97,000 of Class A bonds of the Bridge Company to the Phoenix Finance System, Inc. for the purported \$50,000 mortgage and interest thereon and [fol. 630] for \$10,000 to the Industrial Contracting Company, \$9000 to Kramer & Hogg and \$11,262.71 to McClintic-Marshall Company, with interest on such items amounting to \$83,811.29 and with discount on the bonds of \$12,727.31, making a purported total of \$96,538.58 and a purported balance of \$461.42 being charged to Phoenix Finance System, Inc. on the books of the Bridge Company, making a total of \$97,000.

The aforesaid \$10,000 to the Industrial Contracting Company was neither due from nor paid by the Bridge Company as aforesaid and the Bridge Company did not owe the \$11,262.71 to McClintic-Marshall Company. That said two items were items that had been fully covered and disposed of by the Bridge Company in its settlement with John R. Shaffer & Company and were items which Thompson & Company, subsidiary of Phoenix Finance System, Inc. had undertaken to pay. That as a part of the scheme, plan and conspiracy leading up to the issuance of said bonds hereinafter mentioned, the said Thompson paid the balance of \$11,262.71 to McClintic Marshall Company and as a form and pretense the said John A. Thompson, dominating and controlling the Bridge Company in its acts, in making payment thereof for the Phoenix Finance System, Inc. as aforesaid, attempted to carry out such transaction as though he was making payment thereof for the Bridge Company and caused false entries to be made on the books of the Bridge Company as though said approximate amount had been advanced by the Phoenix Finance System, Inc. to the Bridge Company and the item paid by the Bridge Company, when in fact the Bridge Company did not owe said item.

That on July 7, 1933, a meeting of the board of directors of the Bridge Company was held at which there were present John A. Thompson, Emory H. English, Oscar R. Thorson, H. T. Wagner, A. B. Wilder, M. K. Thompson and G. W. Huntley, all but one of the members present, G. W. Huntley, being Thompson-Phoenix Finance Corporation controlled directors.

[fol. 631] At this meeting vice-president Emory H. English and Secretary Thorson reported a purported indebtedness to the Phoenix Finance Corporation of \$12,110.19 on open account and \$5,625 on notes, which included the \$500 note sued upon in this cause, \$9806.10 of said \$12,110.19 being purported interest furnished by Phoenix Finance Corporation on the aforesaid fraudulent bonds held by the Phoenix, which were known to the officers of the Phoenix Finance Corporation to be fraudulent, and \$1505.75 being charged to the Bridge Company for Phoenix Finance Corporation officers and employes, and an item of \$650 which was merely a journal entry and which neither the Bridge Company gained nor lost. During the period the officers of the Phoenix thus purportedly charged the Bridge Company for salaries of the Phoenix Finance System, Inc., officers and employes, the Bridge Company was paying for its own toll-keepers and was paying Thorson \$500 per month as Secretary-Treasurer to take care of its accounts which did not require such bookkeeping and there was no occasion for charging the Bridge Company with the salaries of the Phoenix Finance System, Inc. officers and employes, because it had ample help of its own.

On motion of Wagner, seconded by Wilder, a resolution was adopted through the Thompson-Phoenix Finance Corporation controlled directors, directing the execution of a demand note to the Phoenix for \$12,110.19, being the \$12,110.19 note sued upon in this cause, to cover the purported items contained in said open account and instructing the treasurer to pledge \$21,100 of the Class B Bridge Company bonds as collateral to this note and to three other purported notes, which latter notes are the ones set up in plaintiff's demand, one for \$2000 and one for \$3125 and one for \$500, hereinafter further referred to. Said \$500 note being the \$500 note sued upon in this cause.

At the time of the purported payment of interest on the purported bonds through an alleged loan of the Phoenix [fol. 632] Finance Corporation to the Bridge Company, John A. Thompson, Emory H. English and A. B. Wilder were directors and officers of the Phoenix Finance Corporation, and were also officers and directors of the Bridge Company and controlled its accounts and the debits and credits

placed on the books of the Bridge Company, the actual entries being made by M. Graney, an employee and assistant secretary of the Phoenix Finance Corporation. John A. Thompson and Emory H. English, to carry out a purported transaction as though the payment of interest were made by the Bridge Company, on the 7th day of February, 1933, made a deposit for the Phoenix Finance Corporation to the account of the Bridge Company in the sum of \$6,896.00 and on the same date they drew three checks to the Bechtel Trust Co., one No. 189, for \$6,480 payment of interest; one No. 190 for \$15.00 payment of Government tax, and one No. 191 for \$401.00 marked accounts payable, representing the charge of the Bechtel Trust Company, making the aggregate of \$6,896. These checks on the part of the Bridge Company were all signed by M. Graney, employees of the Phoenix Finance Corporation. A check for \$6,480 representing interest, was thereafter remitted to Phoenix Finance Corporation, they being the holders of all the bonds on which interest was paid. On the 10th day of February, 1933, as though the Bridge Company was paying interest on the bonds, the said Thompson and Emory H. English deposited to the account of the Bridge Company, by the Phoenix Finance Corporation, \$2,910.00. At the same time a check was written on the account of the Bridge Company in the Des Moines National Bank, No. 193, for \$2,910.00 to Bechtel Trust Company, being dated February 9th, 1933, payment of interest due January 1st, 1933, on Class A bonds held by Phoenix Finance Corporation. This check was also signed by M. Graney.

The purported interest payment on bonds was a mere manipulation of Thompson and officers and employees of the Phoenix Finance Corporation while controlling the Bridge Company and its books and accounts for the purpose of making it appear as though the Bridge Company paid [fol. 633] interest on the fraudulent bonds and with the evident purpose of attempting to create a supposed waiver in favor of the Phoenix Finance Corporation of the fraudulent character of the bonds, or an estoppel, to the detriment of the Bridge Company.

That there is an item of \$109.86 being for claimed balance on the invalid and fraudulent exchange of 517 shares of stock for bonds.

That none of the aforesaid claims were valid claims. That at the time of the purported and pretended execution of each of the notes set forth in plaintiff's demand, John A. Thompson-Phoenix Finance Corporation controlled and dominated the Iowa-Wisconsin Bridge Company, its officers and directors, and said John A. Thompson at said time was president of the Iowa-Wisconsin Bridge Company, and of the Phoenix Finance Corporation, and that both he and other directors of the Phoenix Finance Corporation, who were also directors of the Bridge Company, were acting in a dual capacity against the interests of the Bridge Company when they [cause] the execution of said notes if said notes were executed. At the dates of said pretended notes and their claimed execution, the Phoenix Finance Corporation was indebted to the Bridge Company in far greater amount than the amount of said notes. That at that time it was indebted to the Bridge Company in the sum of \$3,000 for checks of the Bridge Company of that amount given to A. B. Wilder at the time of the execution of the fraudulent \$50,000 mortgage, without consideration, which \$3000 had not been repaid to the Bridge Company. That the conspirators, John A. Thompson, Phoenix Finance Corporation, and Thompson & Company, were jointly and severally liable therefor, and said notes were offset by the \$3000 thus wrongfully appropriated from the Bridge Company, and disbursed \$2000 to A. B. Wilder, and \$1000 check to Thompson & Company, and were further offset by the fact that the Phoenix Finance System, Inc. and its successor, the Phoenix Finance [fol. 634] Corporation, also owed the Bridge Company \$14,000 with interest thereon from November 1930 for Bridge Company stock which it had received fraudulently without consideration, and charged to promotion, through the dominant control of John A. Thompson, and offset by other obligations and items due the Bridge Company from the Phoenix Finance Corporation and its predecessor. That at the date of said purported notes mentioned in plaintiff's demand, the Phoenix Finance Corporation was indebted to the Bridge Company in a far greater amount than the amount of said purported notes, and if at that time the Phoenix Finance Corporation made any payment to or put any funds into the account of the Bridge Com-

pany, it was merely a partial payment on what was due the Bridge Company from the Phoenix Finance Corporation, and did not furnish any basis or consideration for the execution of said purported notes, and said notes are without consideration, which fact was well known to the said John A. Thompson and the Phoenix Finance Corporation; that said purported notes are not under seal, and that said notes were never lawfully executed and delivered.

That all of the aforesaid acts and transactions were part and parcel of a plan, scheme and conspiracy on the part of the said John A. Thompson, and Phoenix Finance Corporation, and its predecessor and associates, and done with the fraudulent intent and purpose of cheating and defrauding the Bridge Company and its stockholders out of its property, and to acquire the ownership of said Bridge Company's property to the exclusion of the Bridge Company and its stockholders; and as a part of said fraudulent scheme and plan caused the bonds aforesaid to be issued and trust deed purported to secure the same to be executed without lawful consideration to the Bridge Company.

That the Phoenix Finance Corporation, at the time it was organized, was officered and controlled by the same officers as Phoenix Finance System, Inc. and took over the succession both of assets and liabilities, with full notice of the facts and circumstances surrounding the bond issue in [fol. 635] controversy in this case, and assumed the entire fruits and activities of its predecessor, so far as concerns this case, and proceeded to carry on with the same notice and purpose, adopting all of the plans and results of its predecessor.

That in the aforesaid trust deed securing the aforesaid bonds Bechtel Trust Company, an Iowa corporation (now First Trust & Savings Bank (and A. H. Schubert, a citizen of Wisconsin, were named as trustees, and on the 28th of August, 1933, filed a bill of foreclosure at the instance of the Phoenix Finance Corporation and with an arrangement that said suit would be instituted and prosecuted and the Phoenix Finance Corporation would save and keep harmless such trustees from all costs, expenses and liabilities, including attorneys' fees connected with the case. That said suit was filed in the United States District Court

for the Northern District of Iowa, in the name of Bechtel Trust Company, an Iowa corporation (now First Trust & Savings Bank) and A. H. Schubert, a citizen of Wisconsin, as trustees complainants, vs. Iowa-Wisconsin Bridge Company, a Delaware corporation, defendant, for the foreclosure of the aforesaid trust deed and bonds; that the aforesaid trust deed securing the aforesaid bond issue of \$200,000 purportedly covered all of the property of the Iowa-Wisconsin Bridge Company.

The trust deed, which is in the ordinary form of a mortgage trust deed securing a bond issue, made it the duty of the Bridge Company to pay taxes on the mortgaged property, to pay interest on the bonds, and to pay the bonds as they matured. In case of default for a period of sixty (60) days it was provided that the trustees may, and upon the written request of the holders of twenty-five per cent of the bonds then in default, shall [declared] the principal of all the bonds due, and "shall proceed to protect and enforce their rights and the rights of the bondholders, under this Indenture by a suit or suits in equity, or at law * * by * * foreclosure hereunder, or for the enforcement of [fol. 636] any other appropriate legal or equitable remedy as the trustees * * shall deem most effectual."

It is further provided in the trust deed that no holder of any bond or coupon secured hereby shall have any right to institute any suit, action or proceeding in equity or law, for the foreclosure of this Indenture * * or for any other remedy hereunder, except in case the trustees after notice and demand refuse to act. The said suit was commenced by the trustees at the request of the Phoenix Finance Corporation as the holder of more than twenty-five per cent of the bonds, and was prosecuted by attorneys selected by it. The bill alleged jurisdiction based upon diversity of citizenship, the authority of the trustees to sue under the terms of the trust deed, default, and acceleration of due date, and the prayer was for foreclosure for all of the bonds, including those issued on or as collateral for the aforesaid notes mentioned in plaintiff's den. and. The prayer was: "that an account be taken of the bonds and

interest coupons secured by said mortgage deed of trust, and the amount due on the said bonds for principal and interest or otherwise—that said Iowa-Wisconsin Bridge Company be decreed to pay the amount found due—within a short day to be fixed by the court, and that default of said payment the mortgaged property be sold to satisfy the amount found due and costs, and in case of such sale the defendant, Iowa-Wisconsin Bridge Company, and all persons claiming by, through or under it, may be forever barred or foreclosed of all equity of redemption,” and prayed the appointment of a receiver, etc. A copy of the trust deed was attached to the bill in the usual form.

The defendant bridge company filed answer September 25, 1933, admitting the jurisdiction of the court, the execution of the trust deed and the issuance of the bonds; denying complainants' right to the appointment of a receiver; alleging that a part or all of the bonds secured by the trust deed were invalid; and praying the protection of the court. On September 26, 1933, the court appointed a receiver of all of the property of the Bridge Company [fol. 637] with direction to take immediate possession and to operate its business.

On December 5, 1933, by leave of court, Fayette D. Kendrick, a stockholder of the Bridge Company and citizen of Minnesota, intervened on behalf of defendant, himself and all other stockholders similarly situated, praying that the complainants' bill be dismissed, the bonds cancelled and the deed of trust set aside. He alleged that all of the bonds and the mortgage deed of trust were issued as a part of a fraudulent scheme, plan and conspiracy, with intent to cheat and defraud the Bridge Company and its stockholders out of their property. That the bonds and mortgage were fraudulent, without consideration, invalid and void, and were procured by John A. Thompson and his [associated] in conspiracy, officers and directors of the Phoenix Finance System, Inc., predecessor of petitioner, by dominating and controlling the Bridge Company and by acting as officers and directors of the latter. That none of the bonds had passed to innocent purchasers for value without notice. That the said John A. Thompson and his associates in conspiracy were still in control of the defendant Bridge Company and that demand by interveners

to obtain relief from or through said defendant corporation would be unavailing. On November 5, 1933, the court granted the intervention.

After the filing of the petition of intervention, which by order of court was permitted to stand as an answer in behalf of the defendant, Iowa-Wisconsin Bridge Company, the interveners moved the court for permission to bring in the Phoenix Finance Corporation, holder and owner of about ninety per cent of the outstanding bonds, as a plaintiff with the trustees. This motion was granted. Thereafter Phoenix Finance Corporation appeared and filed answer to the petition of intervention. The trustees [fol. 638] filed a more complete reply to the petition of intervention as amended. The trustees filed a resistance to interveners' application for the production of books and papers of Phoenix Finance Corporation. The Court entered an order that the Phoenix Finance Corporation produce all of its books and records pertaining to the business and affairs of the Iowa-Wisconsin Bridge Company, but such books, records and papers were never produced.

On December 3, 1934, all counsel for the parties agreeing, the court appointed a special master to hear all the issues and report his findings of fact and conclusions of law. The Master after taking the evidence, filed his report the 15th day of March 1936, to which all parties filed exceptions, including the Phoenix Finance Corporation. A hearing was had on the exceptions before the court and on the 1st day of December 1936 the court entered its decree: "that the mortgage and bonds in suit were fraudulently issued; that all bonds are without consideration with the exception of the bonds aggregating \$15,000.00," which were specified, and those bonds were other than those held by Phoenix Finance Corporation, held by individuals.

That said holding determined that all of the bonds held by the Phoenix Finance Corporation were issued without consideration fraudulent and void and that the bonds issued as collateral to the notes mentioned in plaintiff's demand herein were without consideration and fraudulent and that said notes were without consideration.

That the considerations and matters relating to the purported notes set forth in plaintiff's demand, and the bonds

issued on said notes or as collateral for the payment thereof, and the considerations and other matters connected therewith, were fully litigated as part of the issues in said cause, and the court's decree that all bonds held by the Phoenix Finance Corporation were without consideration, and it has been determined by the Court that the alleged [fol. 639] notes mentioned in the demand were more than offset by what the Phoenix Finance Corporation owed the Bridge Company. That a copy of the court's decree is hereto attached, marked Exhibit "A" and made a part hereof. That the decision of the trial court was reported in 19 Federal Supplement, page 127. That from the decision of the trial court the complainants, including the Phoenix Finance Corporation, took an appeal to the Circuit Court of Appeals for the Eighth Circuit, and the Circuit Court of Appeals has rendered its opinion and order affirming the decision of the trial court, which is reported in 98 Federal (2d) 416.

That the Phoenix Finance Corporation filed a petition for certiorari in the United States Supreme Court, which was denied.

As to the claims for \$15,000 and \$7,000 respectively in this cause all the matters herein set forth are also asserted as defense to said claims.

That by reason thereof the alleged cause of action now demanded on by the plaintiff has been fully adjudicated and settled, by said judgment and decree, and the same is now res adjudicata, and the plaintiff, Phoenix Finance Corporation, is estopped from maintaining this action.

That it is claimed by the defendant, Bridge Company, that the alleged and pretended notes referred to in plaintiff's demand are barred by the statute of limitations.

IRENE M. BELL.

Sworn to and subscribed the day and year aforesaid before me.

(Notarial Seal)

F. T. BARRETT,
Notary Public in and for
Cerro Gordo County, Iowa.

My commission expires, July 4, 1942.

[fol. 640] (Note by the clerk of the District Court: The final decree of the District Court, dated December 1, 1936, which is made a part of original Exhibit SC-103, is omitted here because it is the same as Exhibit "C" which is a part of the Supplemental and Ancillary Bill of Complaint, and appears at folio pages 77 to 79 of this transcript.)

[fol. 641] In the Superior Court of the State of Delaware
In and For New Castle County.

Summons Case.

September Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Oct. 13, 1939. Defendant's attorney moves to stay proceedings until a final disposition of the cause pending in the District Court of the United States for the Northern District of Iowa. Argument on motion before Speakman, J. Briefs to be filed. On motion of D. Wolcott, Esq. and order of Court time for filing pleas extended to Nov. 20, 1939.

Nov. 13, 1939. Defendant pleads, with copy, to each count of Narr. Rule reps and issues by first general rule day in December.

[fol. 642] In the Superior Court of the State of Delaware
In and For New Castle County.

Summons Case.

September Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Phoenix Finance Corporation, the plaintiff above named, by Marvel, Morford & Logan, its attorneys, enters reps and issues to the defendant's first and second pleas, the same being the pleas of Non-assumpsit and Statute of Limitations but declines to reply to the defendant's third, fourth, fifth, sixth, and seventh pleas, the same being the pleas of Payment, Accord and Satisfaction, Set-off, Release and Res Adjudicata, until and unless said pleas be drawn out, and rules that said pleas be drawn out by the next general rule day.

MARVEL, MORFORD & LOGAN,
Attorneys for Plaintiff.

[fol. 645] In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Dec. 7, 1939. Defendant files drawn out seventh plea. Rule reps and issues by first general rule day in January.

[fol. 646] Plea of Res Adjudicata.

In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now comes the defendant, by Ward and Gray, its attorneys, and pursuant to the direction of the plaintiff here-

with draws out its seventh Plea heretofore filed in this action, by filing the following seventh plea;

7. And for a further plea to each and every count of the said declaration filed by the plaintiff, the defendant, by its said attorneys, says Actio Non because the defendant says that the subject matter of the plaintiff's said suit is res adjudicata, in that on or about the fifth day of January, A. D. 1937, in a certain cause pending in the United States District Court for the Northern District of Iowa, between the plaintiff in the above entitled cause as one of the complainants, and the defendant in the above entitled cause as one of the defendants, entitled "First Trust and Savings Bank (formerly Bechtel Trust Company) and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Complainants, vs. Iowa-Wisconsin Bridge Company and Fayette D. Kendrick, et al., interveners," a decree was entered in said United States District Court for the Northern District of Iowa, being a Court having jurisdiction of the parties and subject matter therein, in favor of the said Iowa-Wisconsin Bridge Company and against the complainants therein, after a hearing on the merits; that, thereafter, to-[fol. 647] wit, on or about the eighth day of August, A. D. 1938, a decree affirming the decree of the said United States District Court for the Northern District of Iowa was entered by the Circuit Court of Appeals of the United States, Eighth Circuit, after hearing said cause on appeal from the United States District Court for the Northern District of Iowa; that, thereafter, to-wit, at the October Term, A. D. 1938, the Supreme Court of the United States denied a petition for certiorari seeking to review the decree of affirmance of the Circuit Court of Appeals of the United States, Eighth Circuit; that the plaintiff in the above entitled cause is the same party as the complainant Phoenix Finance Corporation in said action in the United States District Court for the Northern District of Iowa and is acting in the same capacity; that the issues in the above entitled cause are identical with issues decided against said plaintiff in said action in the United States District Court for the Northern District of Iowa; and that said decree rendered in the United States District Court for the Northern District of Iowa, is still in full force and effect, and this the defendant is ready to verify.

WARD and GRAY,
Attorneys for Defendant.

[fol. 648] In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Dec. 26, 1939. Plaintiff files replication to seventh plea. Rule rejoinder by second general rule day in January.

[fol. 649] (Replication.)

In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 65. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now Comes the plaintiff, by Marvel, Morford & Logan, its attorneys, and as to the seventh plea of the defendant heretofore filed and drawn out in the above stated cause says precludi non, because it says that the issues in the above entitled cause are not identical with issues decided against the plaintiff in said action in the United States District Court for the Northern District of Iowa, that the plaintiff was not such a party to said cause that a valid adjudication could be made against it, and that the said United States District Court for the Northern District of Iowa, was without jurisdiction to adjudicate against the plaintiff

on any issue involved in the above stated cause, and of this the said plaintiff puts itself upon the country.

MARVEL, MORFORD & LOGAN

Attorneys for Plaintiff.

Filed in the District Court March 20, 1940.

[fol. 650]

(Exhibit SC-104.)

State of Delaware,

New Castle County,—ss.:

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do hereby certify that the foregoing pages contain a true copy of the whole Record and Proceedings in the case there stated as the same now remains in the Superior Court of the said State, at Wilmington.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March, A. D. One thousand nine hundred and forty.

(Seal)

MARTIN G. HANNIGAN,

Prothonotary.

State of Delaware, to-wit:—

I, Daniel J. Layton, Chief Justice of the State of Delaware, and as such, the Presiding Judge of the Superior Court of the said State, do hereby certify that the foregoing Record and attestation, made by Martin G. Hannigan, Esq., Prothonotary of the said Court, within the County of New Castle, whose name is thereto subscribed, and to which the seal of said Court is affixed, are in due form, and made by the proper officer.

In testimony whereof, I hereunto set my hand, this Seventh day of March, A. D. One thousand nine hundred and forty.

DANIEL J. LAYTON,

Chief Justice.

[fol. 651] State of Delaware,

New Castle County,—ss.:

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for the

County of New Castle, do certify that the Honorable Daniel J. Layton, Esquire, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, Chief Justice of the State of Delaware, and, as such, the Presiding Judge of the Superior Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credit are, and ought to be, given, as well in Courts of Justice as elsewhere.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March, A. D. One thousand nine hundred and forty.

MARTIN G. HANNIGAN,
Prothonotary.

[fol. 652] In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, 1939.

Summons Covenant.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Please issue summons covenant to the September Term, A. D. 1939.

MARVEL, MORFORD & LOGAN,
Attorneys for Plaintiff.

To Martin G. Hannigan, Prothonotary, June 21, 1939.

Filed Jun. 21, 4:12 P. M. Martin G. Hannigan, Prothonotary.

[fol. 653]

Sum Case.

New Castle County,—ss.:

The State of Delaware,

Seal To the Sheriff of New Castle County,—Greeting:

We Command You, That you summon Iowa-Wisconsin Bridge Company a corporation duly organized and existing under the laws of the State of Delaware, late of your County Company so that it be and appear before the Judges of our Superior Court at Wilmington, on Monday, the Eighteenth day of September next to answer Phoenix Finance Corporation a corporation duly organized and existing under the laws of the State of Delaware of a plea that it hold and keep with it the covenant between them made according to the force and effect of certain articles of agreement between them and &c.

And Have you then and there this Writ.

Witness, the Honorable Daniel J. Layton, at Wilmington,
the First day of May in the year of our Lord one
thousand nine hundred and thirty-nine.

Issued Jun. 22, 1939.

MARTIN G. HANNIGAN,
Prothonotary.

[fol. 654]

.176 Superior.

Sept. Term, A. D. 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sum Covenant

MM & L, Esqs.

Pro.q

Summoned Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, by serving a copy of the within writ

upon Charles S. Peabbleo, Assistant Secretary of the Corporation Trust Company, said Corporation Trust Company, being Resident Agent in the State of Delaware for the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, on the twenty-third day of June, A. D. 1939. The President or other head officers of the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, not being found within the State of Delaware.

So Ans.

SAMUEL M. FORD,
Sheriff.

Cost	.75
Mlg	.10
	<hr/>
	.85

In Sheriff's Hands
Jun 23 905 AM '39
New Castle Courty

Service Accepted 6-23-39, 11:10 AM.

(CHARLES) PEABBLEO,
Asst. Secy, Corp. Tr. Co.

[fol. 655] In the Superior Court of the State of Delaware
In and For New Castle County.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of M. M. & L. Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of W. & G. Delaware.

Sept. 11, 1939. Ward & Gray enter appearance for deft.

September 18, 1939. Narr filed, copy delivered. Rule pleas by first general rule day in October.

[fol. 656] In the Superior Court of the State of Delaware
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

New Castle County:—ss.:

Iowa-Wisconsin Bridge Company, a corporation of the State of Delaware, the defendant in this suit, was summoned to answer Phoenix Finance Corporation, a corporation of the State of Delaware, the plaintiff in this suit, of a plea of breach of covenant, and thereupon the said plaintiff, by Marvel, Morford & Logan, its attorneys, complains:

For That Whereas, heretofore, to-wit, on the 10th day of November, A. D. 1930, at Hennepin County, State of Minnesota, to-wit, at New Castle County aforesaid, by a certain indenture or agreement in triplicate then and there made between Phoenix Finance System, Inc., a corporation of the State of Delaware, of the one part, John W. Shaffer & Company, a body corporate, of the second part, and the defendant of the third part, one part of which said indenture or agreement in triplicate, sealed with the seals of the parties thereto, including the defendant, the said plaintiff now brings into Court, the date whereof is the day and year aforesaid, the said parties thereto covenanted and agreed each with the other in words and figures as follows, to-wit:

“This agreement made and entered into in triplicate by and between Phoenix Finance System, Inc., first party, and John W. Shaffer & Company, second party, and Iowa-Wisconsin Bridge Company, third party, witnesseth:

[fol. 657] Whereas, First party has large financial means, Second party has contracted to build the Black Hawk Bridge at Lansing, Iowa and the Third party is owner of the Black Hawk Bridge, and

Whereas, endorsements are necessary and valuable in the making of labor and material contracts, now therefore,

In consideration of one hundred forty (140) shares stock of the Iowa-Wisconsin Bridge Company in hand, paid by Third party, receipt of which is hereby acknowledged by First party and in consideration of the premises and provisions of this agreement, the First party does hereby agree to and by other endorsements does guarantee the cash payments required to be paid by the Second party to McClintic Marshall Co. of Pittsburg and Industrial Contracting Company of Minneapolis according to contracts with said companies providing for work and material to build the Black Hawk Bridge at Lansing, Iowa.

In consideration of the premises and the values accruing to Second party from said guarantees by First Party, the Second party hereby agrees to meet and pay promptly when due all payments guaranteed by First party and Second party further agrees that it will pay on demand to First party any sums First party may be required to advance by reason of any of the endorsements or guarantees in connection with the building of the said Black Hawk Bridge.

In consideration of the premises and the benefits to Third party, by reason of any endorsements or guarantees of First party, the Third party hereby agrees that in event Second party fails to pay and discharge all of the payments aforesaid and/or first party is required to advance any sums of money by reason of any endorsement or guarantee in connection with the financing of the said Black Hawk Bridge then and in that event the Third party agrees to pay to First party on demand a sum equal to the total amount due to First party from all causes in connection with said financing of said bridge.

It is agreed by all parties hereto that in addition to the principal sum, interest at the rate of 8% per annum will accrue and be payable upon and with all sums remaining unpaid to First party after March 1st, 1931, and that all sums advanced by First party hereunder shall become payable to First party on demand.

Second party agrees to provide a Standard Completion Bond, guaranteeing Completion of the Bridge, Premium to be paid by First party.

It is agreed that First party may have access to all the books and records of Second and Third parties at any and all reasonable times for the purpose of inspecting and observing the progress of the work on the bridge and the payments therefor,

Third party agrees that First party may take over possession of and control of the Black Hawk Bridge and all work and management of all things in connection therewith [fol. 658] at any time during any default of or any failure of Third party to promptly meet any payments therein required of it to be made and that First party may have and hold said Bridge and all things belonging thereto until said sums are paid in full as required thereunder.

Executed and entered into for the respective corporations by their duly authorized officers at Minneapolis, Minnesota this 10th day of November, 1930.

PHOENIX FINANCE SYSTEM, INC.
By J. A. Thompson, President.

(Corporate Seal)

JOHN W. SHAFFER & COMPANY,
By John W. Shaffer, President.

(Corporate Seal)

IOWA-WISCONSIN BRIDGE
COMPANY,

By C. W. O'Connor,

Chairman of the Board.

(Corporate Seal)

Attest:

M. K. THOMPSON, Secretary.

A. U. HARTING, Secretary.

M. E. LOCKHART, Secretary.

That in and by said agreement and for the considerations therein mentioned, Phoenix Finance System, Inc. agreed to and did thereby guarantee the cash payments required to be made by John W. Shaffer & Company to McClintic Marshall Co. of Pittsburg, and Industrial Contracting Company of Minneapolis, according to certain existing contracts between said John W. Shaffer & Company as principal contractor and said companies providing for labor and/or materials to build the Black Hawk Bridge at

Lansing, Iowa, owned by the defendant; that the said John W. Shaffer & Company in and by said agreement covenanted and agreed to meet and pay promptly when due all payments thus guaranteed by Phoenix Finance System, Inc. and to pay on demand to the said Phoenix Finance System, Inc. any sums that it might be required to advance by reason of its guarantees in connection with the building of said Black Hawk Bridge; and that the defendant, in consideration of the premises and the benefits to it, in and by said agreement covenanted and agreed that in the event John W. Shaffer & Company failed to pay and discharge all of the payments aforesaid and/or Phoenix Finance System, Inc. should be required to advance any sums of money by reason of any endorsement or guarantee in connection with the financing of said Black Hawk Bridge, that it, the said defendant, would pay to Phoenix Finance System, Inc. on demand a sum equal to the total amount due said Phoenix Finance System, Inc. from all causes in connection with the said financing of said Bridge, together with interest at the rate of 8% per annum upon all sums remaining unpaid to the said Phoenix Finance System, Inc. after March 1, 1931.

And the said plaintiff further says that a statute of the State of Minnesota in full force and effect at all the times herein mentioned, the same being Chapter 70, Laws of Minnesota, 1923, provided as follows:

“The interest for any legal indebtedness shall be at the rate of six dollars upon one hundred dollars for a year, unless a different rate is contracted for in writing; and no person shall directly or indirectly take or receive in money, goods, or things in action, or in any other way, any greater sum, or any greater value, for the loan or forbearance of money, goods, or things in action, than eight dollars on one hundred dollars for one year; and in the computation of interest upon any bond, note, or other instrument or agreement interest shall not be compounded, but any contract to pay interest, not usurious, upon interest overdue, shall not be construed to be usury. Contracts shall bear the same rate of interest after they become due as before, and any provision in any contract, note, or instrument providing for

an increase of the rate of interest after maturity, or any increase therein after making and delivery, shall work a forfeiture of the entire interest; but this provision shall not apply to notes or contracts which bear no interest before maturity."

And the said plaintiff further says that prior to the making of said agreement as aforesaid, a certain contract in writing had been entered into between the said John W. Shaffer & Company and McClintic-Marshall Co. dated November 8, 1930, in connection with which the payments due McClintic-Marshall Co. from John W. Shaffer & Company had been guaranteed by the said Phoenix Finance System, Inc.; that said contract and the guarantee of Phoenix Finance System, Inc. was in words and figures as follows, to-wit:

[fol. 660] "McClintic-Marshall Company
Steel Bridges, Buildings, etc.
General Offices, Pittsburg, Pa.

1416 First National Bank Building
Chicago, Ill., Nov. 8, 1930.

Proposal-Contract
D-2945

To John W. Shaffer & Company, Minneapolis, Minn.

(Hereinafter called the "Purchaser")

The McClintic-Marshall Company, a Delaware Corporation hereinafter called the "Contractor," proposes, subject to the conditions herein, To Furnish and Deliver, f. l. b. cars its works with earload rate of freight allowed to Lansing, Iowa, the structural steelwork only for the Blackhawk Bridge at Lansing, Iowa, as shown on two unnumbered prints furnished by the Purchaser, and as further amplified by Purchaser's detail drawings #1 to 17 inclusive.

Trusses for cantilever arms and anchor arms will be sub-punched and reamed. All other work will be full sized punched work.

The contractor shall have the privilege of substituting equivalent sections for those specified, subject to approval of the Engineer of Bridge Co.

The price quoted herein is based on the present freight rate. Should this rate be increased before shipment, amount of the increase is to be paid for by the Purchaser.

Material shall be routed as the Purchaser directs, provided such routing entails no additional cost to the Contractor.

Shop Paint: One (1) coat brown Nocoro.

Price: The Purchaser shall pay the Contractor in funds current at par in New York or Pittsburg for the said work, labor, services, and materials the sum of Seventy-three Dollars and fifty cents (\$73.50) per ton of 2000 pounds.

Price is exclusive of all spotting, switching, or other delivery charges at destination.

Terms of Payment: On or about the last of each calendar month an estimate shall be made by the Contractor of the value of material received and of work fabricated and ready for shipment up to that time, which estimate shall be due and payable on the tenth (10th) of the month following.

If payments are based on unit weights, the total weight shall be calculated in accordance with the Code of Standard Practice of the American Institute of Steel Construction, Inc.

[fol. 661] Information to Be Furnished by Purchaser: The Purchaser agrees to furnish within 30 days from date of acceptance of this Proposal, complete information necessary for ordering material and preparation of the shop drawings. Information for any provision in the structural steelwork for other trades is to be furnished in such time as not to interfere with the preparation of the shop drawings.

Completion: The Contractor agrees to complete the shipment of the 90' deck truss spans six (6) weeks after date of receipt of completely checked shop detail drawings, and to complete shipment of the entire work within ten (10) weeks after date of receipt of completely checked detail drawings by the Contractor, provided above information is furnished within the time above stipulated and that the Contractor is not delayed by strikes, fires, floods,

storms, rolling mills, transportation, acts of civil or military authorities or other causes beyond his control.

No claims will be allowed for correction of alleged misfits unless notification is given the Contractor at the time and responsibility is proven. Ordinary inaccuracies of shop work are not to be considered misfits.

Yours very truly,

McCLINTIC-MARSHALL COMPANY,
C. H. HARLAN,

Resident Contracting Manager.

Accepted:

JOHN W. SHAFFER & COMPANY,
By John W. Shaffer,

Date: November 8, 1930.

The payments for this work are hereby guaranteed by the Phoenix Finance System, Inc., a Delaware corporation.

PHOENIX FINANCE SYSTEM, INC.,
By J. A. Thompson, President.

Date: November 8, 1930."

And the said plaintiff further says that after the making of said agreement as aforesaid, a certain contract in writing was entered into between the said John W. Shaffer & Company and Industrial Contracting Company dated November 11, 1930, in connection with which the payments due Industrial Contracting Company from John W. Shaffer & Company were guaranteed by the said Phoenix Finance [fol. 662] System, Inc.; that said contract and the guarantee of Phoenix Finance System, Inc. was in words and figures as follows, to-wit:

"This Agreement, made and executed this 11th day of November, 1930, by and between Industrial Contracting Company, a corporation organized under the laws of the State of Minnesota, hereinafter referred to as 'Sub-Contractor,' party of the first part, and John W. Shaffer & Company, a corporation organized under the laws of the State of Minnesota, hereinafter referred to as 'Contractor,' party of the second part,

Witnesseth :

That Whereas, John W. Shaffer & Company on the 11th day of November, 1930, entered into a contract with Iowa-Wisconsin Bridge Company, a Delaware corporation, for the construction of the superstructure of a bridge across the Mississippi River between Lansing, Iowa and a point approximately two miles South of DeSoto, Wisconsin, said bridge being known as the 'Black Hawk Bridge,' and

Whereas, said John W. Shaffer & Company desires to sublet to Industrial Contracting Company the contract for the completion of said bridge, and

Whereas, the completion of said bridge shall be considered as comprising the erecting of the steel superstructure extending from Pier No. 1 to Pier No. 9, together with floor system, furnishing material for an erecting pile trestles over Henderson, Indian, Stevens, Winneshiek and Big Sloughs, furnishing material for an erecting toll house and greasing pit at Lansing and of bridge (but not including any equipment for storing or handling gas or oil) ;

Now, Therefore, This Agreement Witnesseth :

That the sub-contractor agrees to erect for the contractor the foregoing in accordance with the plans and specifications hereto attached and made a part hereof and said contractor in consideration thereof agrees to pay said sub-contractor an amount equal to cost plus fifteen per cent; provided, however, that based on the quantities herein stated, the sub-contractor agrees that the maximum cost to the contractor shall not exceed the sum of One Hundred Forty-one Thousand Seven Hundred Thirty-four (\$141,734.00) Dollars.

In the event that the cost plus fifteen per cent shall be less than the guaranteed maximum cost of \$141,734.00, then the sub-contractor shall receive additional compensation equal to one-half of the difference between the actual cost plus fifteen per cent, and said guaranteed maximum cost of One Hundred Forty-one Thousand Seven Hundred Thirty-four Dollars (\$141,734.00).

It is Understood And Agreed that the quantities on which the guaranteed maximum cost is based and the unit

prices to be applied to additions or deductions in quantities, in case there is a variation in same and therefore it becomes necessary to increase or decrease the guaranteed maximum cost, are as follows:

[fol. 663] 1400 tons of steel (erection only)—	
per ton	\$29.00
Piling in place....11514 Lineal ft. at	.65
Timber in place....449,754 FBM at	60.00 per M
Asphalt floor....39,325 sq. ft. at	0.103
Concrete....372 cu. yds. at	14.00

In case the actual quantities vary from those stated herein, the guaranteed maximum cost shall be increased or decreased accordingly, and the guaranteed maximum cost so computed shall be used in place of One Hundred Forty-one Thousand Seven Hundred Thirty-four Dollars (141,734.00) in determining the compensation due the sub-contractor.

The contractor agrees to pay the sub-contractor Seven Thousand Dollars (\$7,000.00) on the signing of this agreement, and on the 1st and 15th day of each month thereafter to make payment to sub-contractor as called for by estimates approved by the engineer for the Iowa-Wisconsin Bridge Company, and such estimates shall cover all expenditures and commitments made by the sub-contractor during the preceding semi-monthly period which are chargeable to the cost of the work. The contractor also agrees to pay to the sub-contractor within fifteen days after the completion of the work, and approval of the same by the engineer for the Iowa-Wisconsin Bridge Company, and on proof that all bills are paid, an amount equal to the difference between the sum of the payments already made and the total payments due the sub-contractor under the terms of this agreement.

Extras shall be ordered in writing and the sub-contractor shall be paid for same either an agreed price, stated in the order, or cost plus fifteen per cent.

The Sub-contractor shall secure all necessary workmen's compensation and public liability insurance. It is understood and agreed that the cost of the work shall include the cost of such insurance, the cost of the sub-contractor's bond, and all necessary labor, material, lumber, timber, falsework, working trestle, fuel, insurance, rental of

equipment and tools, freight to and from job, temporary buildings and such other items as are customarily considered as part of the cost in carrying out a contract of this nature, but shall be exclusive of general office overhead.

The sub-contractor covenants and agrees to furnish to the contractor as soon after the execution of this contract as is reasonably possible, a detailed statement showing its estimated cost hereunder. The sub-contractor further agrees that the contractor shall have the right to inspect and audit the books of the sub-contractor, pertaining to the work done under the contract, and the cost thereof, at all reasonable times.

It is Understood and Agreed that, if previous to the completion of this contract, the contractor shall at any time fail to make payments to the sub-contractor as heretofore specified, and continues in default ten (10) days after receiving written notice to perform, then the sub-contractor shall be relieved from any further obligation hereunder; provided, however, that for all work theretofore done the sub-contractor shall be entitled to be paid on a basis of cost, plus fifteen per cent, as hereinbefore provided.

[fol. 664] It is Further Agreed that in figuring the cost of work performed, the following schedule of equipment rentals shall be applied:

Clam Sheel—	\$ 2.50 per day
Derrick including hoisting engine and boiler	7.50 per day
Pile hammer	2.50 per day
Concrete mixer and small concrete tools—	.40 per cu. yd.
Small tools for steel work	\$ 1.00 per ton steel
Compressor	10.00 per day
Pump	4.00 per day
Locomotive crane	\$25.00 per day
Heavy timber tools	\$.50 per F.B.M.

Any equipment not listed above but found needed during construction will be charged to job at rental value governed by schedule established by Associated General Contractors of America.

Said contractor also agrees to furnish promptly to said sub-contractor such complete and reasonably detailed plans

as the sub-contractor finds needed for the intelligent and rapid prosecution of the work. Said contractor also agrees to provide all field engineering, lines and grades.

Said contractor will, at its own expense, procure all necessary licenses, permits, franchises and rights of way. Said sub-contractor agrees to furnish a surety bond hereunder, the expense of the same to be included in the cost of the work.

The sub-contractor agrees to start work within three (3) days after the signing of this contract and the receipt from the contractor of the initial payment herein specified.

The sub-contractor agrees to proceed with the work so as to permit traffic over the bridge by March 10, 1931, provided that the shipping dates of the steel—which is to be furnished and paid for by the contractor—are such as to permit the completion of the work by said date under the weather conditions which are then found to exist.

It Is Mutually Agreed that this agreement comprises the entire contract between the parties hereto, and that there are no representations or agreements by either party except as set forth in said contract.

In Witness Whereof, the parties hereto have caused these presents to be executed in their corporate names, by their proper officers thereunto duly authorized by resolutions of the Board of Directors of said corporations, certified copies of which resolutions are hereto attached.

**INDUSTRIAL CONTRACTING
COMPANY,**

By A. F. Crounse, Its: Pres.

Attest:

R. G. McGrail, Its: Secy.

[fol. 665] In presence of:

B. M. Storey,
E. McGrail.

JOHN W. SHAFFER COMPANY,

By John W. Shaffer, Its: Pres.

Attest:

M. White,
Selma Holmberg.

W. W. Harting, Its: Secy.

In Consideration of the sum of One Dollars (\$1.00) and other valuable consideration to it in hand paid by Industrial Contracting Company, and in order to induce said Industrial Contracting Company to enter into the attached contract between said Industrial Contracting Company and John W. Shaffer & Company, Phoenix Finance System, inc., a corporation organized under the laws of the State of Delaware, does hereby guarantee, promise and agree to and with said Industrial Contracting Company that said John W. Shaffer & Company will faithfully and promptly pay all sums of money by it to be paid as set forth in the attached contract, at the times and in the manner therein provided. Said Phoenix Finance System, Inc., expressly waives the making of any demand by said Industrial Contracting Company on said John W. Shaffer & Company for said payments, or any of them, and any notice of non-payment on the part of said John W. Shaffer & Company, it being the intention of said Phoenix Finance System, Inc., by the execution of this guarantee, to make itself liable for all payments to be made by said John W. Shaffer & Company to said Industrial Contracting Company under the attached contract in exactly the same manner as John W. Shaffer & Company is itself liable for said payments under the said terms of said contract.

In Testimony Whereof, the said Phoenix Finance System, Inc., has caused these presents to be executed in its corporate name, by its proper officers thereunto authorized, and its corporate seal to be hereunto affixed this 10 day of November, 1930.

PHOENIX FINANCE SYSTEM,
INC.,

By J. H. Thompson, Its Pres.

Attest:

M. K. Thompson, Its Secy.

(Corporate Seal)

Witnesses:

John W. Shaffer.

Certificate.

I, M. K. Thompson, Secretary of Phoenix Finance System, Inc., do hereby certify that a special meeting of the Board of Directors of said corporation was held on the

10th day of November, 1930, of which meeting due notice was given to the members of said Board of Directors, and at which meeting a quorum of said Board was present, and the following resolution was unanimously adopted:

[fol. 666] Resolved: That a certain contract between Phoenix Finance System, Inc. and the Industrial Contracting Company, providing for guaranteeing payment of certain sums covered by a certain agreement between the Industrial Contracting Company and John W. Shaffer & Company bearing date November 10, 1930, and providing for the construction of the superstructure of the Black Hawk Bridge, be and the same is hereby approved, and the President and Secretary of this corporation are hereby authorized and directed to execute said contract on behalf of this corporation and to do all things necessary to put same into effect and consummation.

Signed this 10th day of November, A. D. 1930.

M. K. THOMPSON,
Secretary,
Phoenix Finance System, Inc."

And the said plaintiff further says that the agreement of November 10, 1930, and the covenants and promises of the said Phoenix Finance System, Inc. therein contained, was and were with reference inter alia to the guarantees of the said Phoenix Finance System, Inc. of the aforesaid contracts between John W. Shaffer & Company and McClintic-Marshall Co. and Industrial Contracting Company respectively.

And the said plaintiff further says that John W. Shaffer & Company failed to pay and discharge its obligations under the aforesaid contracts and that, in pursuance of its obligations as guarantor of said contract, Phoenix Finance System, Inc. advanced to the defendant, for the express purpose of meeting and paying said obligations, in cash and marketable bonds of the United States of America, sums aggregating Twenty-one Thousand Two Hundred Sixty-two Dollars and Seventy one cents (\$21,262.71), lawful money of the United States of America, and that said sums were so advanced by said Phoenix Finance System, Inc. to the defendant and were used by the defendant with

the consent and at the direction of Phoenix Finance System, Inc. for the purpose of paying the obligations of John W. Shaffer & Company under the aforesaid contracts to McClintic-Marshall Co. and Industrial Contracting Company. Wherefore the said plaintiff says that in pursuance of the covenants and promises of Phoenix Finance System, [fol. 667] Inc. under the agreement of November 10, 1930, said Phoenix Finance System, Inc. was required to advance and pay, and did advance and pay, by reason of its endorsements or guarantees in connection with the building of said Black Hawk Bridge the said sum (in cash or marketable bonds of the United States of America) of Twenty-one Thousand Two Hundred Sixty-two Dollars and Seventy-one Cents (\$21,262.71), lawful money as aforesaid.

And the said plaintiff further says that thereafter, to-wit, on the 1st day of January, 1932, the said Phoenix Finance System, Inc. assigned, transferred and set over to the plaintiff all of its assets, including accounts receivable and choses in action, and that the plaintiff purchased the said assets of the said Phoenix Finance System, Inc. for a valuable consideration and agreed to assume the liabilities of Phoenix Finance System, Inc., whereby the said plaintiff became vested and still is vested with all of the rights of Phoenix Finance System, Inc. under said agreement of November 10, 1930.

And the said plaintiff further says that John W. Shaffer & Company, in violation of the covenants and agreements on its part to be performed as aforesaid, has wholly failed to pay either to Phoenix Finance System, Inc. or to the plaintiff the sums that Phoenix Finance System, Inc. was required to advance by reason of its guarantees as aforesaid, or any part thereof, or any interest thereon, although often requested and demanded so to do.

And although said Phoenix Finance System, Inc., prior to the first day of January, 1932, and the said plaintiff since that date, have always from the time of the making of said agreement hitherto well and truly performed, fulfilled and kept all things in said agreement contained on their part and behalf to be performed, fulfilled and kept, [fol. 668] according to the tenor and effect, true intent and meaning thereof, yet protesting that the said defend-

ant has not performed, fulfilled or kept anything in said agreement contained on its part and behalf to be performed, fulfilled and kept, according to the tenor and effect, true intent and meaning thereof, the said plaintiff says that after the making of said agreement as aforesaid and after the payments by Phoenix Finance System, Inc. for the purpose of discharging its guarantees as aforesaid, the said defendant, although often demanded so to do, has hitherto wholly failed and refused and still does fail and refuse to pay to Phoenix Finance System, Inc. prior to January 1, 1932, or to the plaintiff since that date, the said sum of Twenty-one Thousand Two Hundred Sixty-two Dollars and Seventy-one Cents (\$21,262.71) together with interest thereon at the rate of 8% per annum from March 1, 1931, contrary to the tenor and effect, true intent and meaning of said agreement and of the covenants of the said defendant in that behalf so made as aforesaid.

And so the plaintiff in fact says that the said defendant (although often requested so to do) has not kept the said covenants so made by it as aforesaid but has broken the same, and to keep the same with the said Phoenix Finance System, Inc. and with the plaintiff as the assignor of Phoenix Finance System, Inc., has hitherto wholly neglected and refused, and still doth neglect and refuse, to the damage of the said plaintiff in the sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, and therefore it brings its suits, &c.

MARVEL MORFORD & LOGAN,
Attorneys for Plaintiff.

[fol. 669] Agreement Sued Upon in This Action

Agreement

This agreement made and entered into in triplicate by and between Phoenix Finance System, Inc., first party, and John W. Shaffer & Company, second party, and Iowa-Wisconsin Bridge Company, third party, witnesseth:

Whereas, First party has large financial means, Second party has contracted to build the Black Hawk Bridge at Lansing, Iowa and the Third party is owner of the Black Hawk Bridge, and

Whereas endorsements are necessary and valuable in the making of labor and material contracts, now therefore,

In consideration of one hundred forty (140) shares stock of the Iowa-Wisconsin Bridge Company in hand, paid by Third party, receipt of which is hereby acknowledged by First party and in consideration of the premises and provisions of this agreement, the First party does hereby agree to and by other endorsements does guarantee the cash payments required to be paid by the Second party to McClintic-Marshall Co. of Pittsburg and Industrial Contracting Company of Minneapolis according to contracts with said companies providing for work and material to build the Black Hawk Bridge at Lansing, Iowa.

In consideration of the premises and the values accruing to Second party from said guarantees by First party, the Second party hereby agrees to meet and pay promptly when due all payments guaranteed by First party and Second party further agrees that it will pay on demand to First party any sums First party may be required to advance by reason of any of the endorsements or guarantees in connection with the building of the said Black Hawk Bridge.

In consideration of the premises and the benefits to Third party, by reason of any endorsements or guarantees of First party, the Third party hereby agrees that in event [fol. 670] Second party fails to pay and discharge all of the payments aforesaid and/or first party is required to advance any sums of money by reason of any endorsement or guarantee in connection with the financing of the said Black Hawk Bridge then and in that event the Third party agrees to pay to First party on demand a sum equal to the total amount due to First party from all causes in connection with said financing of said bridge.

It is agreed by all parties hereto that in addition to the principal sum, interest at the rate of 8% per annum will accrue and be payable upon and with all sums remaining unpaid to First party after March 1st, 1931, and that all sums advanced by First party hereunder shall become payable to First party on demand.

Second party agrees to provide a Standard Completion Bond guaranteeing completion of the Bridge, Premium to be paid by First party.

It is agreed that First party may have access to all the books and records of Second and Third parties at any and all reasonable times for the purpose of inspecting and observing the progress of the work on the bridge and the payments therefor.

Third party agrees that First party may take over possession of and control of the Black Hawk Bridge and all work and management of all things in connection therewith at any time during any default of or any failure of Third party to promptly meet any payments herein required of it to be made and that First party may have and hold said bridge and all things belonging thereto until said sums are paid in full as required hereunder.

Executed and entered into for the respective corporations [fol. 671] by their duly authorized officers at Minneapolis, Minnesota this 10 day of November, 1930.

Corporate Seal

PHOENIX FINANCE SYSTEM, INC.,

By J. A. Thompson,

President.

Attest

M. K. Thompson,
Secretary.

JOHN W. SHAFFER &
COMPANY,

By John W. Shaffer,

President.

Corporate Seal

A. U. Harting,
Secretary.

IOWA-WISCONSIN BRIDGE
COMPANY,

By C. W. O'Connor,

Chairman of the Board.

Corporate Seal

M. E. Lockhart,
Secretary.

[fol. 672] In the Superior Court of the State of Delaware
in and for New Castle County.

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

October 18, 1939. Defendant's attorney moves to stay proceedings until a final disposition of the cause pending in the District Court of the United States for the Northern District of Iowa. Argument on motion before Speakman, J. Briefs to be submitted.

On motion of D. Wolcott, Esq., and order of Court, time for filing pleas extended to November 20, 1939.

November 20, 1939. On motion of Defendant's attorney and order of Court, time for filing pleas further extended to January 2, 1940.

January 2, 1940. Defendant pleads, with copy, to Narr. Rule reps and issues by first general rule day in February.

[fol. 673] In the Superior Court of the State of Delaware
in and for New Castle County

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now Comes the defendant, Iowa-Wisconsin Bridge Company, the defendant above named, by Southerland, Berl, Potter & Leahy, its attorneys, and files the following pleas to each and every count of the plaintiff's declaration filed herein:

1. Non est factum.
2. Payment.
3. Set-off.
4. Statute of Limitations.

5. And for a further plea to each and every count of the said declaration filed by the plaintiff, the defendant, by its said attorneys, says, *Actio Non*, because the defendant says that the subject matter of the plaintiff's said suit is *res adjudicata*, in that on or about the fifth day of January, A. D. 1937, in a certain cause pending in the United States District Court for the Northern District of Iowa, between the plaintiff in the above entitled cause as one of the complainants, and the defendant in the above entitled cause as one of the defendants, entitled "*First Trust and Savings Bank (formerly Bechtel Trust Company) and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Complainants, vs. Iowa-Wisconsin Bridge Company and Fayette D. Kendrick, et al., interveners,*" a decree was entered in said United States District Court for the Northern District of Iowa, being a Court having jurisdiction of the parties and subject matter therein, in favor of the said Iowa-Wisconsin Bridge Company and against the complainants therein, after a hearing on the merits; that, thereafter, to-wit, on or about the eighth day of August, A. D. 1938, a decree affirming the decree of the said United States District Court for the Northern District of Iowa was entered by the Circuit Court of Appeals of the United States, Eighth Circuit, after hearing said cause on appeal from the United States District Court for the Northern District of Iowa; that, thereafter, to-wit, at the October Term, A. D. 1938, the Supreme Court of the United States denied a petition for *certiorari* seeking to review the decree of affirmance of the Circuit Court of Appeals of the United States, Eighth Circuit; that the plaintiff in the above entitled cause is the same party as the complainant Phoenix Finance Corporation in said action in the United States District Court for the Northern District of Iowa and is acting in the same capacity; that the issues in the above entitled cause are identical with issues decided against said plaintiff in said action in the United States District Court for the Northern District of Iowa; and that

said decree rendered in the United States District Court for the Northern District of Iowa, is still in full force and effect, and this the defendant is ready to verify.

SOUTHERLAND, BERL, POT-
TER & LEAHY,

Attorneys for Defendant.

[fol. 675] In the Superior Court of the State of Delaware
in and for New Castle County

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

January 19, 1940. Plaintiff's attorney enters reps and issues to the first and fourth pleas but declines to reply to the second and third plea until the same are drawn out. Rule same drawn out by the second general rule day in February. As to the fifth plea the Plaintiffs' attorney enters similiter.

[fol. 676] In the Superior Court of the State of Delaware
in and for New Castle County

September Term 1939

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 64, vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now Comes the plaintiff, by Marvel & Morford, its attorneys, and enters reps and issues to the first and fourth

pleas of the defendant heretofore filed in the above stated cause, the same being the pleas of non est factum and Statute of Limitations respectively, and declines to reply to the second and third pleas of the defendant, the same being the pleas of payment and set-off respectively, until said pleas be drawn out, and rules that said pleas be drawn out by the next general rule day.

And the said plaintiff, by its said attorneys, as to the fifth plea of the defendant heretofore filed in the above stated cause says precludi non, because it says that the issues in the above entitled cause are not identical with issues decided against the plaintiff in said action in the United States District Court for the Northern District of Iowa, that the plaintiff was not such a party to said cause that a valid adjudication could be made against it, and that the said United States District Court for the Northern District of Iowa was without jurisdiction to adjudicate against the plaintiff on any issue involved in the above stated cause, and of this the said plaintiff puts itself upon the country.

MARVEL & MORFORD,
Attorneys for plaintiff.

Filed in the District Court March 20, 1940.

[fol. 677] (Exhibit S.C.-105.)

State of Delaware,
New Castle County—ss.

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for New Castle County, do hereby certify that the foregoing pages contain a true copy of the whole Record and Proceedings in the case there stated as the same now remains in the Superior Court of the said State, at Wilmington.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March A. D. One thousand nine hundred and forty.

(Seal) MARTIN G. HANNIGAN,
Prothonotary.

State of Delaware, to-wit:—

I, Daniel J. Layton, Chief Justice of the State of Delaware, and as such, the Presiding Judge of the Superior Court of the said State, do hereby certify that the foregoing Record and attestation, made by Martin G. Hannigan, Esq., Prothonotary of the said Court, within the County of New Castle, whose name is thereto subscribed, and to which the seal of said Court is affixed, are in due form, and made by the proper officer.

In testimony whereof, I hereunto set my hand, this Seventh day of March A. D. One thousand nine hundred and forty.

Chief Justice.

[fol. 678] State of Delaware,
New Castle County—ss.

I, Martin G. Hannigan, Prothonotary of the Superior Court of the State of Delaware, in and for the County of New Castle, do certify that the Honorable Daniel J. Layton, Esquire, by whom the foregoing attestation was made, and whose name is thereto subscribed, was at the time of making thereof, and still is, Chief Justice of the State of Delaware, and, as such, the Presiding Judge of the Superior Court of the said State, duly commissioned and sworn, to all whose acts, as such, full faith and credit are, and ought to be, given, as well in Courts of Justice as elsewhere.

In testimony whereof, I hereunto set my hand and affix the seal of the said Court, this Seventh day of March A. D. One thousand nine hundred and forty.

MARTIN G. HANNIGAN,

(Seal)

Prothonotary.

[fol. 679] In the Superior Court of the State of Delaware
in and for New Castle County

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Summons Case.

Please issue summons case to the September Term A. D. 1939.

MARVEL MORFORD & LOGAN,
Attorneys for plaintiff.

To Martin G. Hannigan, Prothonotary

July 11, 1939

Filed July 11, 12:20 P. M. Martin G. Hannigan, Prothonotary.

[fol. 680]

Sum Case.

New Castle County—ss.

The State of Delaware, To the Sheriff of New Castle County,—Greeting:

We Command You, That you summon Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware late of your County Company so that it be and appear before the Judges of our Superior Court at Wilmington, on Monday the Eighteenth day of September next to answer Phoenix Finance Corporation a corporation duly organized and existing under the laws of the State of Delaware of a plea of trespass on the case, etc.

And have you then there this Writ.

Witness, the Honorable Daniel J. Layton, at Wilmington, the First day of May in the year of our Lord one thousand nine hundred and thirty-nine.

Issued July 11, 1939.

MARTIN G. HANNIGAN,

(Seal)

Prothonotary

[fol. 681] .184

Sept. Term, A. D. 1939.

Phoenix Finance Corporation a corporation duly organized and existing under the laws of the State of Delaware,

No. 79 vs.

Iowa-Wisconsin Bridge Company a corporation duly organized and existing under the laws of the State of Delaware.

THE CORPORATION TRUST CO.

MM&L, Esqs.

Sum Case

Pro. q

Summoned Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, by serving the within writ personally upon and leaving a copy of same with Charles S. Peabbles, Assistant Secretary of Corporation Trust Company, a Delaware Corporation, said Corporation Trust Company, a corporation as aforesaid, being Corporate Resident Agent in the State of Delaware for the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, on the fourteenth day of July A. D. 1939. The President or other head officers of the said Iowa-Wisconsin Bridge Company, a corporation as aforesaid, not being found within the State of Delaware.

SAMUEL M. FORD,
Sheriff.

Cost.	.75
Mlg	.10
	—
	.85

In Sheriff's Hands
Jul 13 2 35 P.M. '39
New Castle County.

[fol. 682] In Superior Court of the State of Delaware in
and for New Castle County.

September Term, 1939.

M. M. & L.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

W. & G.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 11, 1939. Ward & Gray enter appearance for deft.

Sept. 18, 1939. Affidavit of Demand filed with copy.

Sept. 19, 1939. Copy of Affidavit of Demand delivered to Ward & Gray, Esqs. by David Anderson, Esq.

[fol. 682a] In the Superior Court of the State of Delaware
in and for New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 18, 1939. Plaintiff petitions to amend form of action.

And, Now To-Wit, this 18th day of September, A. D. 1939, the within motion having been considered by the Court, the same is allowed and the form of the within action is changed from an action of case to an action of debt.

[fol. 683] In the Superior Court of the State of Delaware
in and for New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 18, 1939. Narr filed, copy delivered. Rule pleas by first general rule day in October.

[fol. 684]

(Affidavit of Demand.)

In the Superior Court of the State of Delaware in and for
New Castle County.

September Term.

Summons Debt.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

State of Florida,
County of Pinellas—ss.

Before Me, Clementine Japour, a Notary Public for the State of Florida and the County aforesaid, personally comes M. K. Thompson, Treasurer of Phoenix Finance Corporation, the plaintiff above named, who being by me duly sworn according to law, deposes and says:

That she is Treasurer of Phoenix Finance Corporation, the said plaintiff; that the plaintiff is the owner and holder of the bonds [sue] upon in this action and hereinafter more particularly described; that annexed hereto are true and correct copies of the bonds sued upon in this action, the same being First Mortgage 6% Gold Bonds, Series B, of Iowa-Wisconsin Bridge Company, each in the denomination of Five Hundred Dollars (\$500.00), each dated February 1, 1932, and bearing Nos. 93 and 97 respectively; that the defendant wholly failed to pay the installment of interest on said Series B Bonds, including the bonds sued upon in this action, due August 1, 1933; that said default in the payment of interest having occurred and having continued for a period of sixty days, Bechtel Trust Company and A. H. Shubert, Trustees named in the Indenture of Mortgage Deed of Trust securing the issue of bonds of which the above mentioned bonds were a part, on the 13th day of July, 1933, by notice in writing to the defendant, declared the said defendant in default and the principal of all such

bonds including the bonds sued upon in this action, to be due and payable immediately.

That the sum demanded of the said defendant is the sum [fol. 685] of One Thousand Dollars (\$1,000.00), with interest at the rate of six per centum per annum from the 1st day of February, 1933, and said deponent further says that she verily believes that same is justly and truly due from the said defendant to the said plaintiff.

M. K. THOMPSON.

Sworn to and subscribed before me, this 31st day of July,
A. D. 1939.

CLEMENTINE JAPOUR,

(Seal)

Notary Public.

[fol. 686] (Petition of Plaintiff to Amend Action and Allowance Thereof.)

In the Superior Court of the State of Delaware in and for
New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

The plaintiff above named, by Marvel, Morford & Logan, its attorneys, says that it has mistaken the form of action suited to its claim in the above cause, and moves that it be permitted to amend the form of the above action from an action of case to an action of debt, that being the form of action suited to its claim.

MARVEL MORFORD & LOGAN,

Attorneys for plaintiff,

And Now, To-wit, This 18 day of September, A. D. 1939, the within motion having been considered by the Court, the same is allowed, and the form of the within action is changed from an action of case to an action of debt.

F. L. SPEAKMAN, J.

[fol. 687] In the Superior Court of the State of Delaware
in and for New Castle County

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

New Castle County—ss.:

Iowa-Wisconsin Bridge Company, a corporation as aforesaid, the defendant above named, was summoned to answer Phoenix Finance Corporation, a corporation as aforesaid, the plaintiff above named, of a plea that it render to the said plaintiff the sum of Two Thousand Dollars (\$2,000.00), lawful money of the United States of America, which it owes to and unjustly detains from it, whereupon the said plaintiff, by Marvel, Morford & Logan, its attorneys, complains:

1. For That Whereas, the said defendant, heretofore, to-wit, on the first day of February, A. D. 1932, at the County of Scott, State of Iowa, to-wit, at the County of New Castle aforesaid, by its certain writing obligatory, sealed with its seal, known as Iowa-Wisconsin Bridge Company First Mortgage Gold Bond, Series B, No. 93, acknowledged itself to be held and firmly bound to the bearer thereof, or if registered, to the registered owner thereof, at the office of Bechtel Trust Company in the City of Davenport, Iowa, in the sum of Five Hundred Dollars (\$500.00) above demanded, to be paid to such bearer or registered owner on the First day of February, A. D.

1945, in gold coin of the United States of America of the standard of weight and fineness existing on January 1, 1932, and to pay interest thereon from February 1, 1932 at the rate of 6% per annum, such interest to be payable at the office of said Trust Company in like gold coin semi-annually on the first day of February and the first day of August in each year upon presentation and surrender as [fol. 688] they severally mature of the coupons for such interest annexed to said writing obligatory, and the said plaintiff further says that the obligations of the defendant in and by said writing obligatory were subject to certain terms and conditions therein expressed, including inter alia the following:

“In case of default in the payment of any installment of interest on any bond of said issue and the continuance thereof for a period of sixty days, the principal of all the bonds of said issue may be declared due and payable, prior to their regular maturity, in the manner and upon the conditions expressed in said Indenture; and may otherwise be declared due and payable, prior to such maturity, upon the occurrence and continuance of default, as in said Indenture provided.”

And the said plaintiff further says that said writing obligatory was not registered and that the defendant wholly failed and refused to pay to the owner, holder or bearer thereof the interest due on the first day of August, 1933, although said owner, holder or bearer duly presented and surrendered the coupon for such interest for payment, according to the tenor and effect of said writing obligatory; that such default in the payment of interest having occurred and having continued for a period of sixty days, Bechtel Trust Company and A. H. Schubert, Trustees named in the Indenture of Mortgage Deed of Trust securing the issue of bonds of which the writing obligatory herein mentioned was a part, on the 13th day of July, A. D. 1933, by notice in writing to the defendant declared the said defendant in default and the principal of all such bonds, including the writing obligatory sued upon in this action, to be due and payable immediately.

And the said plaintiff further says that it is the owner and holder of the writing obligatory sued upon in this

action and the bearer thereof, according to the tenor and effect of the same, and that the said defendant (although often requested so to do) has not as yet paid the said sum of Five Hundred Dollars (\$500.00), parcel of the sum above demanded, or interest thereon, according to the tenor and effect of said writing obligatory, or any part thereof, to the plaintiff as such bearer of said writing obligatory, or to any bearer thereof, after the declaration of said default but has hitherto wholly neglected and refused and still neglects and refuses so to do. Wherefore the said [fol. 689] plaintiff says that it is injured and has sustained damage to the amount of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and therefore it brings its suit, &c.

And the said plaintiff brings here into Court the said writing obligatory sealed as aforesaid, which gives sufficient evidence to the Court here of the debt aforesaid, in the form aforesaid, the date whereof is the day and year in that behalf above mentioned. A true and correct copy of said writing obligatory designated "Copy of Instrument of Writing Sued Upon—A," is attached hereto and by this reference the same and the several terms and conditions thereof are made a part of this count of this declaration.

2. And Whereas Also, the said defendant, heretofore, to-wit, on the first day of February, A. D. 1932, at the County of Scott, State of Iowa, to-wit, at the County of New Castle aforesaid, by its certain writing obligatory, sealed with its seal, known as Iowa-Wisconsin Bridge Company First Mortgage Gold Bond, Series B, No. 97, acknowledged itself to be held and firmly bound to the bearer thereof, or if registered, to the registered owner thereof, at the office of Bechtel Trust Company in the City of Davenport, Iowa, in the sum of Five Hundred Dollars (\$500.00) above demanded, to be paid to such bearer or registered owner on the first day of February, A. D. 1945, in gold coin of the United States of America of the standard of weight and fineness existing on January 1, 1932, and to pay interest thereon from February 1, 1932 at the rate of 6% per annum, such interest to be payable at the office of said Trust Company in like gold coin semi-

annually on the first day of February and the first day of August in each year upon presentation and surrender as they severally mature of the coupons for such interest annexed to said writing obligatory, and the said plaintiff further says that the obligations of the defendant in and by said writing obligatory were subject to certain terms and conditions therein expressed, including inter alia the following:

“In case of default in the payment of any installment of interest on any bond of said issue and the continuance thereof for a period of sixty days, the principal of all the bonds of said issue may be declared due and payable, prior to their regular maturity, in the manner and upon the conditions expressed in said Indenture; and may otherwise be declared due and payable, prior to such maturity, upon the occurrence and continuance of default, as in said Indenture provided.”

[fol. 690] And the said plaintiff further says that said writing obligatory was not registered and that the defendant wholly failed and refused to pay to the owner, holder or bearer thereof the interest due on the first day of August, 1933, although said owner, holder or bearer duly presented and surrendered the coupon for such interest for payment, according to the tenor and effect of said writing obligatory; that such default in the payment of interest having occurred and having continued for a period of sixty days, Bechtel Trust Company and A. H. Shubert, Trustees named in the Indenture of Mortgage Deed of Trust securing the issue of bonds of which the writing obligatory herein mentioned was a part, on the 13th day of July, A. D. 1933, by notice in writing to the defendant declared the said defendant in default and the principal of all such bonds, including the writing obligatory sued upon in this action, to be due and payable immediately.

And the said plaintiff further says that it is the owner and holder of the writing obligatory sued upon in this action and the bearer thereof, according to the tenor and effect of the same, and that the said defendant (although often requested so to do) has not as yet paid the said sum of Five Hundred Dollars (\$500.00), parcel of the sum above demanded, or interest thereon, according to the tenor

and effect of said writing obligatory, or any part thereof, to the plaintiff as such bearer of said writing obligatory, or to any bearer thereof, after the declaration of said default but has hitherto wholly neglected and refused and still neglects and refuses so to do. Wherefore the said plaintiff says that it is injured and has sustained damage to the amount of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, and therefore it brings its suit, &c.

And the said plaintiff brings here into Court the said writing obligatory sealed as aforesaid, which gives sufficient evidence to the Court here of the debt aforesaid, in the form aforesaid, the date whereof is the day and year in that behalf above mentioned. A true and correct copy of said writing obligatory designated "Copy of Instrument of Writing Sued Upon—B," is attached hereto and by this reference the same and the several terms and conditions thereof are made a part of this count of this declaration.

MARVEL MORFORD & LOGAN,
Attorneys for Plaintiff.

[fol. 691] (Note by the clerk of the District Court: Copies of certain bonds of Iowa-Wisconsin Bridge Company, and of certain interest coupons belonging thereto, which are referred to in the foregoing pleading, are omitted here as copies appear as part of Exhibit SC-5 at folio pages 447 to 460 of this transcript.)

[fol. 692] In the Superior Court of the State of Delaware
in and for New Castle County

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79 vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Sept. 19, 1939. By consent of attorneys, the time for filing affidavit of defense extended to October 3, 1939.

Oct. 3, 1939. Affidavit of Defense filed. Copy of affidavit of Defense sent to M. M. & L., attorneys for the Plaintiffs.

[fol. 693] (Affidavit of Defense.)

In the Superior Court of the State of Delaware in and for
New Castle County.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Summons Debt.

No. 79 September Term, A. D. 1939.

State of Iowa,
Cerro Gordo County—ss.:

Be It Remembered that on this 30th day of September, A. D. 1939, before me, F. T. Barrett, a Notary Public of the State of Iowa, in and for Cerro Grodo County, personally comes Irene M. Bell, Secretary and Treasurer of the Iowa-Wisconsin Bridge Company, the defendant above named, who being by me duly qualified according to law, deposes and says that she is the Secretary and Treasurer of the Iowa-Wisconsin Bridge Company, defendant in the above named suit, and that she verily believes that there is a legal defense to the whole of the cause of action in said suit, the nature and character of which defense is fraud, want of consideration, former adjudication, want of lawful authorized execution and delivery, and offset.

That John A. Thompson was president of and interested in and with his wife M. K. Thompson and associates A. B. Wilder and Emery H. English, controlled the Phoenix Finance System Incorporated and other affiliated companies.

That M. White was John A. Thompson's secretary and an officer of the Phoenix Finance System Incorporated.

[fol. 694] That Thompson & Company was a wholly owned subsidiary of the Phoenix Finance System Incorporated and was but an agency adjunct and instrumentality of the Phoenix Finance System, Inc., and used as such.

That in October and November 1930 through negotiations with John W. Shaffer and Vernon W. O'Connor, John A. Thompson became President of and acquired control of the Iowa-Wisconsin Bridge Company (hereinafter called the Bridge Company). At about the same time the number of directors of the Bridge Company was increased and Thompson together with other directors of the Phoenix Finance System, Inc. became directors of the Bridge Company. From that time on, Thompson controlled the Bridge Company.

On November 26, 1930, a stated settlement as of October 31, 1930, was made between the Standard Shares Holding Company and the Bridge Company, under which there were delivered to the Bridge Company by its trustees, liquid assets, such as cash, bills and accounts receivable, stocks and bonds, inventoried at \$90,235.68; construction accounts representing amounts which had been paid for construction to date aggregating \$183,496.90, and equipment, etc., amounting to \$1,986., and commission and organization and expense accounts amounting to \$75,231.08, making a total of \$350,950.00, and there had been sold by said trustee for the account of the Bridge Company stock of the latter at \$100 per share, amounting to \$350,950.00. The settlement also provided for the return of all stock of the Bridge Company held by said trustee except 1300 shares of Class B stock, which were returned to the Bridge Company in consideration of a so-called management contract, the terms of which are immaterial in this litigation. On the \$90,935.00 of liquid assets, there was later realized over \$79,000.00 in cash and the Bridge Company had treasury stock in the amount of \$390,050.00 to build its superstructure and complete its bridge. The substructure was practically complete and the sub-contractor thereof had been paid within \$8200.00 of the total cost and the grading was well under way.

Under date of November 11, 1930, a contract for the completion of the bridge was entered into between the Bridge

[fol. 695] Company, acting through John A. Thompson as president and John W. Shaffer & Company, which included erection of super-structure of the bridge, erection of piles and trestles over certain sloughs, erection of toll house, etc., and surfacing of roadway and whereby the Bridge Company agreed to and did pay \$10,000 in cash and agreed to and did deliver 3200 shares of its capital stock at a fixed price of \$320,000 to John W. Shaffer & Company, and Shaffer & Company in said contract agreed to furnish a surety bond to insure the obligations of said Shaffer & Company. Extras were required to be ordered in writing. John W. Shaffer & Company sublet the contract for steel to McClintic-Marshall Company and the construction work to the Industrial Contracting Company.

In November 1930 immediately after the issuance of said 3200 shares of stock to Shaffer & Company the latter company sold said stock to Thompson & Company and received the promissory note of Thompson & Company for \$224,000 therefor.

That about the first of November 1930 140 shares of Bridge Company stock were issued to Phoenix Finance System, Inc. and the value thereof fixed at \$100 per share, to-wit: \$14,000. That upon the issuance of such stock Phoenix Finance System, Inc. became indebted to the Bridge Company for said amount. That such amount has not been paid. That the Phoenix Finance System, Inc. disposed of such stock to the public. That thereafter John A. Thompson, then president of the Bridge Company, dominating and controlling the Bridge Company, and his associates caused the execution of a purported guaranty contract providing for the turning over to the Phoenix Finance System, Inc., such stock without payment therefor. That in such transaction John A. Thompson acted in a dual capacity as president of the Bridge Company and as president of the Phoenix Finance System, Inc. and acted in the interests of himself and his affiliated companies as against the interests of the Bridge Company and dealt with himself in such transaction. That the Bridge Company has not received consideration for the aforesaid stock and there is due the Bridge Company on account thereof the sum of \$14,000 with interest.

[fol. 696] That John A. Thompson on November 5, 1930 purchased 65 shares of Bridge Company stock from the Bridge Company at \$100 per share, and on the same day A. B. Wilder, also a director of the Bridge Company, purchased 10 shares of Bridge Company stock from the Bridge Company at \$100 per share. That on the 31st day of December, 1930, Thompson & Company purchased 170 shares of Bridge Company stock from the Bridge Company at \$100 per share. That subsequent to such purchase of stock by John A. Thompson and A. B. Wilder on the 31st day of December, 1930 the said John A. Thompson through his dominant control of the Bridge Company credited to Thompson & Company on the books of the Bridge Company 15% commission on all of the aforesaid stock in the sum of \$3,675.00. That it was the duty of John A. Thompson and A. B. Wilder as directors of the Bridge Company to assist in selling stock owned by the Bridge Company. That in the selling of said stock no exceptional or extraordinary services were rendered and they were not entitled to credit for said commissions.

A stockholders' meeting of the Bridge Company was held March 10, 1931, which was controlled by the stock of Thompson & Company and John A. Thompson, 1310 shares and proxies held by Thompson 375 shares, a total of 1635 shares out of 2586 shares represented, at which meeting a board of directors was elected controlled by said Thompson. Following said stockholders' meeting, a directors' meeting was held attended by only Thompson directors, [vis]. V. W. O'Connor, John A. Thompson, A. B. Wilder and Oscar R. Thorson. At this meeting, there was passed a purported resolution providing for the issuance of a \$50,000 mortgage to the Phoenix Finance System, Inc., on the properties of the Iowa-Wisconsin Bridge Company which resolution contained the false and fraudulent recital that funds received from sale of stock had been inadequate to properly finance the rapid completion of the bridge; whereas, the Bridge Company then had nothing to do with the sale of stock and it had delivered to J. W. Shaffer & Company \$320,000 of its stock and \$10,000 in cash for the completion [fol. 697] of the bridge. That pursuant to such resolution

a mortgage was executed to Phoenix Finance System, Inc. for \$50,000 signed on behalf of the Bridge Company by A. B. Wilder, who was then also an officer and director of said mortgage company. That in truth and in fact no indebtedness of said Bridge Company to the Phoenix Finance System, Inc. existed and the Bridge Company received no consideration for the execution of said mortgage; that the same was and is wholly without consideration, fraudulent and void. At said time said Thompson caused entries to be made on the books of said Bridge Company purporting to show the receipt of \$50,000 in cash, whereas, in truth and in fact, said amount and no part thereof was received by the Bridge Company.

That about the 11th of March 1931 John A. Thompson and his affiliated companies, through the dominant control of the Iowa-Wisconsin Bridge Company, caused a payment of \$3000 to be made from the funds of the Bridge Company to A. B. Wilder through the medium of checks issued to John W. Shaffer and immediately endorsed and delivered to A. B. Wilder, and \$1000 thereof was then turned over to Thompson & Company by said Wilder. That the said Wilder was then an officer and director of the Phoenix Finance System, Inc., and also a director of the Bridge Company. That no resolution was passed by the stockholders or directors of the Bridge Company authorizing such payments to said Wilder nor was there any action taken or resolution passed by the Bridge Company providing for the payment of any amount to said Wilder for services nor had there been nor were there any exceptional or extraordinary services rendered by said Wilder to the Bridge Company. That no consideration passed to the Bridge Company for such sums. That the said Thompson and his affiliated companies controlling the Bridge Company, so manipulated its books as to cause fictitious entries to be made thereon as though said sums were paid on approaches, when in fact no work was done on approaches for which said sums or any part thereof was a proper payment. That payment of said amounts was a misappropriation of the Bridge Company's funds. That on the 1st day [fol. 698] of November 1931 John A. Thompson and his affiliated companies through the exercise of dominant control of the Bridge Company turned

over to the Bridge Company \$5,410.85 of notes taken by Thompson & Company in the sales of Bridge Company stock owned by Thompson & Company and with which Thompson & Company held as collateral such stock sold by it. That said Thompson & Company took or received from the Bridge Company \$5,410.85 for such notes. That in such transaction John A. Thompson acted in a dual capacity as president of the Bridge Company and as president of the Phoenix Finance System, Inc., and controlling its subsidiary Thompson & Company and acted in the interests of himself and his affiliated companies against the interests of the Bridge Company and dealt with himself in such transaction. The Bridge Company at the time of such transaction did not have any surplus from which it could purchase any of its stock.

That notwithstanding the alleged mortgage Thompson & Company continued to sell its bridge stock through its agents at \$100 per share, on the representation that the Bridge Company had no funded debt, and concealed the fact of the existence of said mortgage from stockholders and directors of the Bridge Company.

That on August 6, 1931, John W. Shaffer & Company owed Industrial Contracting Company \$10,000; McClintic-Marshall Company \$11,262.71, and to Kramer & Hogg an amount, then in dispute, Shaffer & Company also claimed to be entitled to payment for certain steel; certain extra labor and material, and commissions. There were also other matters in dispute between the Bridge Company and Shaffer & Company with reference to the bridge contracts. To make a complete settlement, a stated settlement contract was made August 6, 1931, between the Bridge Company, as party of the first part, and John W. Shaffer, V. W. O'Connor, John W. Shaffer & Co., and Standard Shares Holding Company, as parties of the second part, which was executed on behalf of the Bridge Company, by J. A. Thompson as president and which provided:

[fol. 699] (a) That the Bridge Company transfer to the other parties to the contract 120 shares of its common stock and 80 shares of its preferred stock and certain other securities which were of the value of \$2,475, and pay to Kramer & Hogg the balance due them.

(b) That the second parties (Shaffer, O'Connor, Standard Shares Holding Company and Shaffer & Company) accept such consideration "as full and complete settlement of all sums due them and/or any of them and for full satisfaction and stated settlement of any and all claims of all kinds whatsoever arising out of any contract or other relations between the parties hereto and/or pertaining in any way to said toll bridge and second parties separately and jointly hereby release said Iowa-Wisconsin Bridge Company fully and completely. Second parties hereby specifically acknowledge receipt of full payment for all engineering, designing and building of said bridge, and for all material, services and all other things pertaining to said bridge."

The Bridge Company pursuant to this contract delivered 200 shares of its stock of the value of \$20,000 and other securities of the value of \$2,475.

That at about the same time John W. Shaffer agreed to and did turn over to Thompson of Thompson and Company, and president of the Phoenix Finance System, Inc., \$10,000 of the Bridge Company stock (100 shares received by Shaffer) and Thompson & Company agreed to pay \$10,000 owing to the Industrial Contracting Company and \$11,262.71 owing to the McClintic-Marshall Company. Neither the Industrial Contracting Company nor the McClintic-Marshall Company had any contract with the Bridge Company, nor was the Bridge Company indebted to them in any amount.

On September 24, 1931, the Industrial Contracting Company drew a sight draft on Phoenix Finance System, Inc. for the balance of \$10,000 due them which Thompson & Company had agreed to pay and for which the Bridge Company was not liable. As a part of the fraudulent scheme and plan, leading up to the issuance of the bonds hereinafter mentioned, said John A. Thompson caused entries and deposits and withdrawals on the Bridge Company's records to be made, purporting to show that Phoenix Finance System, Inc. had advanced to the Bridge Company [fol. 700] the sum of \$10,000 and that the Bridge Company had made payment on said sight draft, and pretended thereby to show an indebtedness of \$10,000 due from the

Bridge Company to Phoenix Finance System, Inc., whereas, in truth and in fact, the said amount was an obligation of Thompson & Company and not of the Bridge Company, and nothing was due from the Bridge Company to Phoenix Finance System, Inc. on account thereof.

That on November 11, 1931, a meeting of the directors of the Bridge Company was held at which a majority present were dominated by John A. Thompson, as president. At this meeting it was represented by John A. Thompson that there was due the Phoenix Finance Corporation \$54,000 on the purported mortgage of March 10, 1931, and \$10,000 for money advanced Industrial Contracting Company; that there was other indebtedness including a claim of McClintic-Marshall Company for \$12,000 and further obligations aggregating \$40,000. That at said meeting resolutions were adopted providing for a bond issue of \$200,000; for a stockholders' meeting to consider the bond issue; for the delivery of bonds to pay the \$50,000 mortgage; and for the payment of other alleged claims.

On the same date, a letter prepared at the dictation of John A. Thompson, and signed by Oscar R. Thorson, as Secretary-Treasurer, of the Bridge Company, under his direction was sent to the stockholders of said Bridge Company. In said letter it was falsely and fraudulently represented to the stockholders of the Bridge Company for the purpose of inducing said stockholders to approve the proposed bond issue of \$200,000, and to induce them to forward proxies to said Thompson and his associates, as follows:

(a) That in October, 1930, negotiations were opened with Phoenix Finance System, Inc., to lend its aid in arranging for the financing of the completion of the bridge and to save the project from absolute failure.

(b) That there was an understanding that the Phoenix Finance would be repaid by the Bridge Company on demand for any such advances that might be required to be made by it temporarily in order to fulfill the guarantee and to permit the continuation of work on the bridge.

[fol. 701] (c) That sale of stock to the public showing no improvement and in order that the work on the bridge might not be delayed Phoenix Finance System, Inc. made substantial advances.

(d) That construction of the bridge went forward without delay and the cash required for material and labor was advanced regularly by the Phoenix Finance Company.

(e) That there had been advanced by the Phoenix Finance System, Inc. to the Bridge Company in the payment of bills for labor and material to complete the bridge approximately \$70,000, \$50,000 of which is secured by a mortgage which was due December 10, 1931.

(f) In addition to the sum of \$70,000 which has been advanced by the Phoenix Finance System, Inc. there will be immediately required the further sum of approximately \$25,000 to complete payment of outstanding obligations.

(g) The board of directors was confronted with the problem of raising additional funds with which to satisfy the claims of Kramer & Hogg and McClintic-Marshall and Company in order to prevent threatened liens and litigations to collect these amounts.

(h) There was never intended that this cash advanced by Phoenix Finance System, Inc. to the Bridge Company should be of a permanent nature and it must be repaid.

That the aforesaid representations were misleading, false and fraudulent.

That following the aforesaid letter, notice of a proposed stockholders' meeting for December 22, 1931, with form of proxy running to Emory H. English, Oscar R. Thorson and J. H. Thompson enclosed was sent to Class B. Voting stockholders and the fraudulent statements contained in the letter of November 11, 1931, were not corrected, nor was any true information given with respect thereto. That said notice called for a special meeting of Class B voting common stock, to consider and authorize directors to borrow, not to exceed \$200,000; to authorize the execution of mortgage bonds, not to exceed that amount, and to provide the terms and conditions under which such bonds should be issued; to authorize the directors to convey to a named trustee by mortgage deed of trust all of the property and assets of the company to secure the payment of the principal and interest of such bonds; to authorize the directors to sell, pledge or otherwise dispose of such bonds and to apply the proceeds thereof to such corporate pur-

poses as the board might from time to time determine. In response to such letter of November 11, 1931, and said notice of November 20, 1931, the proxies of stockholders were procured reading to Oscar R. Thorson, Emory H. English and J. H. Thompson, Emory H. English and Oscar R. Thorson being the representatives of John A. Thompson, and these proxies were voted by Oscar R. Thorson in unison with the stock and proxies held by John A. Thompson, controlled and dominated the stockholders' meeting held on December 22, 1931, as part of the scheme, plan and conspiracy. At this meeting Oscar R. Thorson voted by proxy 1011 shares and in person 18 shares and John A. Thompson by proxy 505 shares and in person 137 shares and Mrs. John A. Thompson in person 20 shares M. White 18 shares. The shares thus voted by Thorson, John A. Thompson, M. K. Thompson and M. White being 1709 shares, which were more than a majority of the 2608 shares represented at the meeting. That at said meeting there was adopted a resolution authorizing the issuance of first mortgage bonds in the aggregate principal sum of \$200,000, and the conveyance by mortgage deed of trust of all of the property of the Bridge Company to secure the payment of such bonds. The resolution relating to the bond issue was voted and carried by the votes of said John A. Thompson and his controlled associates Oscar R. Thorson, M. White and his wife M. K. Thompson. Such resolution was presented at said stockholders meeting with false preambles and representations as reasons or excuse for voting of the bond issue as follows:

(a) "Whereas it was originally contemplated that the funds necessary to construct the Blackhawk Bridge would be acquired through the sale of stock and whereas a substantial part of the funds were acquired in that manner, but due to a change in general economic conditions [its] developed that it was impossible to realize sufficient funds from that source as rapidly as the same were required to complete the bridge project economically.

(b) "Whereas, it was necessary for the company to borrow funds to expedite the completion of said bridge and [fol. 703] avoid disaster and whereas the amount of steel required and cost of building the bridge was greatly in excess of the cash originally estimated.

(c) "Whereas, there now remains unsold capital stock of the company in the approximate amount of \$120,000.

(d) "Whereas, it now becomes necessary for the company to raise sufficient funds with which to pay loans made to the company by the Phoenix Finance System, Inc. a greater portion of which is secured by mortgage on the property of the company and which is now past due.

(e) "Whereas, the company for these and other corporate purposes will be presently required to borrow not to exceed \$100,000 to discharge these obligations and others which it is contemplated will presently arise.

(f) "Whereas, it is anticipated that additional funds, not to exceed \$100,000 may from time to time be required to discharge present or future obligations of the company to provide for the payment of pavement and improvement of dike and to care for flood conditions and other emergencies.

(g) "Whereas, the company finds itself unable to acquire funds for these purposes except through the creation and issuance of bonds secured by mortgage deed of trust covering the assets, property and income of the property, and whereas the interests of the stockholders would be jeopardized unless such funds or a part thereof are made available within a reasonable time."

That the aforesaid preamble, statements and representations were misleading, false and fraudulent and made with intent to deceive and defraud the Bridge Company and its stockholders. That said meeting was wholly controlled and dominated by John A. Thompson and his associates, officers and directors of the Phoenix Finance System, Inc. That other stockholders, relying on the aforesaid false and fraudulent statements contained in said letters and notice and believing the same to be true and knowing not to the contrary sent a proxy in the form aforesaid. That independent stockholders at said meeting relying on the afore-[fol. 704] said representations and believing the same to be true and not knowing the contrary voted for such resolutions, and independent and uncontrolled stockholders who voted for such resolutions did so on account of being deceived by the aforesaid false representations.

That following such special meeting, a directors' meeting was held, dominated and controlled by John A. Thompson, at which meeting a purported resolution was passed with respect to the \$50,000 mortgage, and with reference to the issuance of the bonds therefor; that at said meeting it was represented and claimed by John A. Thompson that it was a valid and bona fide mortgage, and that said John A. Thompson did not disclose the fact that the alleged mortgage was not based on a proper consideration, and that the same was fraudulent; and that such independent directors as were present, voting for such resolution on the said representations of said John A. Thompson, believed the same to be true, knowing nothing to the contrary and were deceived thereby.

On January 5, 1932, a directors' meeting of the Bridge Company was held at which there were present four Thompson controlled directors, Emory H. English, Oscar R. Thorson, A. B. Wilder and M. White and no others, at which meeting these four Thompson-Phoenix Finance System, Inc. directors passed a resolution to purchase from the Phoenix Finance System, Inc. 517 shares of Class A preferred stock for \$51,700., with interest at the rate of 6% from January 1, 1931, and to deliver Class B bonds of the Bridge Company in such face amount as would on the basis of 8% yield \$51,700 with interest thereon which amounted to \$60,500 of bonds. That neither on the 5th day of January 1932, nor at any time thereafter did the Iowa-Wisconsin Bridge Company have any surplus with which to make a repurchase of its own stock.

That while the Articles of Incorporation of the Bridge Company contain the following provisions set forth in paragraph seven of the interveners' petition of intervention, and paragraph eleven of these findings of fact, the Bridge Company, through the influence of the said Thompson and his associates, caused \$60,500 of said bonds to be issued to the said Thompson or his owned and controlled [fol. 705] institutions. When that was done, there was outstanding other Class A stock held by other stockholders who were not given the permission or opportunity by the Bridge Company, as was the said Thompson and his affiliated companies, to surrender such Class A stock and receive bonds, as did the said Thompson and his institutions.

That no notice of intention of the corporation to redeem said Class A shares was mailed or given to holders of said stock, as required by said paragraph seven of the Articles of Incorporation, except to the said Thompson and his controlled companies. That in other words, all of the said Class A stock was not purchased by the Bridge Company at said time through the issuance of the said bonds or otherwise, nor was a portion of the said Class A stock redeemed proportionately, as provided by the Articles of Incorporation set forth in paragraph seven of the petition of intervention and paragraph 11 of these findings. And at said time the said Class A stock was thus surrendered by the said Thompson without notice to the other stockholders similarly situated, and that such transaction took place without a legal authorizing vote, on the part of the stockholders or directors of the Bridge Company. That so far as Thompson and his associates were concerned, they were voting under the influence of Thompson, but so far as independent stockholders and directors were concerned, they did not know the true facts when they voted for the pretended authorizing resolution.

That when the said Thompson and his companies exchanged the said Class A stock for the said bonds in the amount of approximately \$60,500, such action caused an impairment of the capital of the corporation in violation of said Delaware statute.

That the action of the said Thompson, in promoting said exchange of Class A stock for bonds, was fraudulent and for the purpose of conferring on himself a preference over other holders of Class A stock. That by thus conspiring and acting fraudulently the said Thompson did acquire a preference over other holders of such Class A stock.

That on March 7, 1932, a meeting of the board of directors of the Bridge Company was held at which were present [fol. 706] Emory H. English, John A. Thompson, M. K. Thompson, Oscar R. Thorson, H. T. Wagner and A. B. Wilder, all Thompson and Phoenix Finance System, Inc., controlled directors, at which a purported resolution was adopted for the delivery of \$97,000 of Class A bonds of the Bridge Company to the Phoenix Finance System, Inc. for the purported \$50,000 mortgage and interest thereon and

for \$10,000 to the Industrial Contracting Company, \$9000 to Kramer & Hogg and \$11,262.71 to McClintic-Marshall Company, with interest on such items amounting to \$83,811.29 and with discount on the bonds of \$12,727.31, making a purported total of \$96,538.58 and a purported balance of \$461.42 being charged to Phoenix Finance System, Inc. on the books of the Bridge Company, making a total of \$97,000.

The aforesaid \$10,000 to the Industrial Contracting Company was neither due from nor paid by the Bridge Company as aforesaid and the Bridge Company did not owe the \$11,262.71 to McClintic-Marshall Company. That said two items were items that had been fully covered and disposed of by the Bridge Company in its settlement with John W. Shaffer & Company and were items which Thompson & Company, subsidiary of Phoenix Finance System, Inc. had undertaken to pay. That as a part of the scheme, plan and conspiracy leading up to the issuance of said bonds herein-after mentioned, the said Thompson paid the balance of \$11,262.71 to McClintic Marshall Company and as a form and pretense the said John A. Thompson, dominating and controlling the Bridge Company in its acts, in making payment thereof for the Phoenix Finance System, Inc. as aforesaid, attempted to carry out such transaction as though he was making payment thereof for the Bridge Company and caused false entries to be made on the books of the Bridge Company as though said approximate amount had been advanced by the Phoenix Finance System, Inc. to the Bridge Company and the item paid by the Bridge Company, when in fact the Bridge Company did not owe said item.

That on July 7, 1933, a meeting of the board of directors of the Bridge Company was held at which there were present John A. Thompson, Emory H. English, Oscar R. Thorson, H. T. Wagner, A. B. Wilder, M. K. Thompson and G. W. Huntley, all but one of the members present, G. W. Huntley, being Thompson-Phoenix Finance Corporation controlled directors.

[fol. 707] At this meeting vice-president Emory H. English and Secretary Thorson reported a purported indebtedness to the Phoenix Finance Corporation of \$12,110.19 on open

account and \$5,625 on notes, which included the \$500 note sued upon in this cause, \$9906.10 of said \$12,110.19 being purported interest furnished by Phoenix Finance Corporation on the aforesaid fraudulent bonds held by the Phoenix, which were known to the officers of the Phoenix Finance Corporation to be fraudulent, and \$1505.75 being charged to the Bridge Company for Phoenix Finance Corporation officers and employes, and an item of \$650 which were merely a journal entry and which neither the Bridge Company gained nor lost. During the period the officers of the Phoenix thus purportedly charged the Bridge Company for salaries of the Phoenix Finance System, Inc. officers and employes, the Bridge Company was paying for its own toll-keepers and was paying Thorson \$500 per month as Secretary-Treasurer to take care of its accounts which did not require much bookkeeping and there was no occasion for charging the Bridge Company with the salaries of the Phoenix Finance System, Inc. officers and employes, because it had ample help of its own.

On motion of Wagner, seconded by Wilder, a resolution was adopted through the Thompson-Phoenix Finance Corporation controlled directors, directing the execution of a demand note to the Phoenix for \$12,110.19, to cover the purported items contained in said open account and instructing the treasurer to pledge \$21,100 of the Class B Bridge Company bonds as collateral to this note and to three other purported notes, one for \$2000 and one for \$3125 and one for \$500, hereinafter further referred to.

At the time of the purported payment of interest on the purported bonds through an alleged loan of the Phoenix [fol. 708] Finance Corporation to the Bridge Company, John A. Thompson, Emory H. English and A. B. Wilder were directors and officers of the Phoenix Finance Corporation, and were also officers and directors of the Bridge Company and controlled its accounts and the debits and credits placed on the books of the Bridge Company, the actual entries being made by M. Graney, an employee and assistant secretary of the Phoenix Finance Corporation. John A. Thompson and Emory H. English, to carry out a purported transaction as though the payment of interest were made by the Bridge Company, on the 7th day of

February, 1933, made a deposit for the Phoenix Finance Corporation to the account of the Bridge Company in the sum of \$6,896.00 and on the same date they drew three checks to the Bechtel Trust Co., one No. 189, for \$6,480 payment of interest; one No. 190 for \$15.00 payment of Government tax, and one No. 191 for \$401.00 marked accounts payable, representing the charge of the Bechtel Trust Company, making the aggregate of \$6,896. These checks on the part of the Bridge Company were all signed by M. Graney, employees of the Phoenix Finance Corporation. A check for \$6,480 representing interest, was thereafter remitted to Phoenix Finance Corporation, they being the holders of all the bonds on which interest was paid. On the 10th day of February, 1933, as though the Bridge Company was paying interest on the bonds, the said Thompson and Emory H. English deposited to the account of the Bridge Company, by the Phoenix Finance Corporation, \$2,910.00. At the same time a check was written on the account of the Bridge Company in the Iowa-Des Moines National Bank, No. 193, for \$2,910.00 to Bechtel Trust Company, being dated February 9th, 1933, payment of interest due January 1st, 1933, on Class A bonds held by Phoenix Finance Corporation. This check was also signed by M. Graney.

The purported interest payment on bonds was a mere manipulation of Thompson and officers and employees of the Phoenix Finance Corporation while controlling the Bridge Company and its books and accounts for the purpose of making it appear as though the Bridge Company [fol. 709] paid interest on the fraudulent bonds and with the evident purpose of attempting to create a supposed waiver in favor of the Phoenix Finance Corporation of the fraudulent character of the bonds, or an estoppel, to the detriment of the Bridge Company.

That there is an item of \$109.86 being for claimed balance on the invalid and fraudulent exchange of 517 shares of stock for bonds.

That none of the aforesaid claims were valid claims. That at the time of the purported and pretended execution of each of said notes set forth in plaintiff's demand, John A. Thompson-Phoenix Finance Corporation controlled

and dominated the Iowa-Wisconsin Bridge Company, its officers and directors, and said John A. Thompson at said time was president of the Iowa-Wisconsin Bridge Company, and of the Phoenix Finance Corporation, and that both he and other directors of the Phoenix Finance Corporation, who were also directors of the Bridge Company, were acting in a dual capacity against the interests of the Bridge Company when they caused the execution of said notes. At the dates of said pretended notes and their claimed, execution, the Phoenix Finance Corporation was indebted to the Bridge Company in far greater amount than the amount of said notes. That at that time it was indebted to the Bridge Company in the sum of \$3,000 for checks of the Bridge Company of that amount given to A. B. Wilder at the time of the execution of the fraudulent \$50,000 mortgage, without consideration, which \$3000 had not been repaid to the Bridge Company. That the conspirators, John A. Thompson, Phoenix Finance Corporation, and Thompson & Company, were jointly and severally liable therefor, and said notes were off-set by the \$3000 thus wrongfully appropriated from the Bridge Company, and disbursed \$2000 to A. B. Wilder, and \$1000 check to Thompson & Company, and were further offset by the fact that the Phoenix Finance System, Inc. and its [fol. 710] successor, the Phoenix Finance Corporation, also owed the Bridge Company \$14,000 with interest thereon from November 1930 for Bridge Company stock which it had received fraudulently without consideration, and charged to promotion, through the dominant control of John A. Thompson, and offset by other obligations and items due the Bridge Company from the Phoenix Finance Corporation and its predecessor. That at the date of said purported notes, the Phoenix Finance Corporation was indebted to the Bridge Company in a far greater amount than the amount of said purported notes, and if at that time the Phoenix Finance Corporation made any payment to or put any funds into the account of the Bridge Company, it was merely a partial payment on what was due the Bridge Company from the Phoenix Finance Corporation, and did not furnish any basis or consideration for the execution of said purported notes, and said notes are without consideration, which fact was well known to the

said John A. Thompson and the Phoenix Finance Corporation; that said purported notes are not under seal, and that said notes were never lawfully executed and delivered.

That all of the aforesaid acts and transactions were part and parcel of a plan, scheme and conspiracy on the part of the said John A. Thompson, and Phoenix Finance Corporation, and its predecessors and associates, and done with the fraudulent intent and purpose of cheating and defrauding the Bridge Company and its stockholders out of its property, and to acquire the ownership of said Bridge Company's property to the exclusion of the Bridge Company and its stockholders; and as a part of said fraudulent scheme and plan caused the bonds aforesaid to be issued and trust deed purported to secure the same to be executed without lawful consideration to the Bridge Company.

That the Phoenix Finance Corporation, at the time it was organized, was officered and controlled by the same officers as Phoenix Finance System, Inc. and took over the succession both of assets and liabilities, with full notice of the facts and circumstances surrounding the bond [fol. 711] issue in controversy in this case, and assumed the entire fruits and activities of its predecessor, so far as concerns this case, and proceeded to carry on with the same notice and purpose, adopting all of the plans and results of its predecessor.

That in the aforesaid trust deed securing the aforesaid bonds, Bechtel Trust Company, an Iowa corporation (now First Trust & Savings Bank (and A. H. Schubert, a citizen of Wisconsin, were named as trustees, and on the 28th of August, 1933, filed a bill of foreclosure at the instance of the Phoenix Finance Corporation and with an arrangement that said suit would be instituted and prosecuted and the Phoenix Finance Corporation would save and keep harmless such trustees from all costs, expenses and liabilities, including attorney's fees connected with the case. That said suit was filed in the United States District Court for the Northern District of Iowa, in the name of Bechtel Trust Company, an Iowa corporation (now First Trust & Savings Bank) and A. H. Schubert, a citizen of Wisconsin, as trustees complainants, vs. Iowa-Wisconsin Bridge Com-

pany, a Delaware corporation, defendant, for the foreclosure of the aforesaid trust deed and bonds; that the aforesaid trust deed securing the aforesaid bond issue of \$200,000 purportedly covered all of the property of the Iowa-Wisconsin Bridge Company.

The trust deed, which is in the ordinary form of a mortgage trust deed securing a bond issue, made it the duty of the Bridge Company to pay taxes on the mortgaged property, to pay interest on the bonds, and to pay the bonds as they matured. In case of default for a period of sixty (60) days it was provided that the trustees may, and upon the written request of the holders of twenty-five per cent of the bonds then in default, shall [declared] the principal of all the bonds due, and "shall proceed to protect and enforce their rights and the rights of the bondholders, under this Indenture by a suit or suits in equity, or at law * * by * * * foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy as the trustees * * * shall deem most effectual."

It is further provided in the trust deed that no holder of any bond or coupon secured hereby shall have any right to institute any suit, action or proceeding in equity or law, for the foreclosure of this Indenture * * * or for any other remedy hereunder, except in case the trustees after notice and demand refuse to act. The said suit was commenced by the trustees at the request of the Phoenix Finance Corporation as the holder of more than twenty-five per cent of the bonds, and was prosecuted by attorneys selected by it. The bill alleged jurisdiction based upon diversity of citizenship, the authority of the trustees to sue under the terms of the trust deed, default, and acceleration of due date, and the prayer was for foreclosure for all of the bonds, including those issued on or as collateral for the aforesaid notes. The prayer was: "that an account be taken of the bonds and interest coupons secured by said mortgage deed of trust, and the amount due on the said bonds for principal and interest or otherwise—that said Iowa-Wisconsin Bridge Company be decreed to pay the amount found due—within a short day to be fixed by the court, and that default of said payment and mortgaged property be sold to satisfy the amount found due and costs,

and in case of such sale the defendant, Iowa-Wisconsin Bridge Company, and all persons claiming by, through or under it, may be forever barred or foreclosed of all equity of redemption," and prayed the appointment of a receiver, etc. A copy of the trust deed was attached to the bill in the usual form.

The defendant bridge company filed answer September 25, 1933, admitting the jurisdiction of the court, the execution of the trust deed and the issuance of the bonds; denying complainants' right to the appointment of a receiver; alleging that a part or all of the bonds secured by the trust deed were invalid; and praying the protection of the court. On September 26, 1933, the court appointed a receiver of all of the property of the Bridge Company with [fol. 713] direction to take immediate possession and to operate its business.

On December 5, 1935, by leave of court, Fayette D. Kendrick, a stockholder of the Bridge Company and citizen of Minnesota, intervened on behalf of defendant, himself and all other stockholders similarly situated, praying that the complainants' bill be dismissed, the bonds cancelled and the deed of trust set aside. He alleged that all of the bonds and the mortgage deed of trust were issued as a part of a fraudulent scheme, plan and conspiracy, with intent to cheat and defraud the Bridge Company and its stockholders out of their property. That the bonds and mortgage were fraudulent, without consideration, invalid and void, and were procured by John A. Thompson and his [associated] in conspiracy, officers and directors of the Phoenix Finance System, Inc., predecessors of petitioner, by dominating and controlling the Bridge Company and by acting as officers and directors of the latter. That none of the bonds had passed to innocent purchasers for value without notice. That the said John A. Thompson and his associates in conspiracy were still in control of the defendant Bridge Company and that demand by interveners to obtain relief from or through said defendant corporation would be unavailing. On November 5, 1933, the court granted the intervention.

After the filing of the petition of intervention, which by order of court was permitted to stand as an answer in behalf of the defendant, Iowa-Wisconsin Bridge Company, the interveners moved the court for permission to bring in the Phoenix Finance Corporation, holder and owner of about ninety per cent of the outstanding bonds, as a co-plaintiff with the trustees. This motion was granted. Thereafter Phoenix Finance Corporation appeared and filed answer to the petition of intervention.

[fol. 714] The Trustees filed a more complete reply to the petition of intervention as amended. The trustees filed a resistance to interveners' application for the production of books and papers of Phoenix Finance Corporation. The court entered an order that the Phoenix Finance Corporation produce all of its books and records pertaining to the business and affairs of the Iowa Wisconsin Bridge Company, but such books, records and papers were never produced.

On December 3, 1934, all counsel for the parties agreeing, the court appointed a special master to hear all the issues and report his findings of fact and conclusions of law. The Master after taking the evidence, filed his report the 15th day of March 1936, to which all parties filed exceptions, including the Phoenix Finance Corporation. A hearing was had on the exceptions before the court and on the 1st day of December, 1936, the court entered its decree: "that the mortgage and bonds in suit were fraudulently issued; that all bonds are without consideration with the exception of the bonds aggregating \$15,000.00", which were specified, and those bonds were other than those held by the Phoenix Finance Corporation.

That on or about the 7th day of March, 1932, while the said John A. Thompson and his associates dominated and controlled the Bridge Company, they caused a resolution to be passed at a meeting of the Board of Directors of said company to re-purchase a certain lease agreement and to pay therefor to Helmer N. Anderson the sum of \$6,000, and to deliver in lieu of cash to said Helmer N. Anderson in consideration therefor bonds of the company in the sum

of \$7400. That said bonds were delivered and that they were a part of the aforesaid \$200,000 bond issue. That the aforesaid United States District Court, in its decree allowed \$6000 as the consideration received on said \$7400 of bonds, and disallowed the balance, and that said bonds allowed to the extent of \$6000 are part of the bonds allowed by the court in the aggregate sum of \$15,000 aforesaid. That two of said Anderson bonds, according to the record, bear the numbers 93 and 97. That whether plaintiff in this action is the owner and holder of such bonds this affiant is unable to state and therefore denies the same. That the [fol. 715] amount payable on said Helmer N. Anderson bonds has been fully adjudicated and settled by the judgment and decree of said court, a copy of which is hereto attached, marked Exhibit "A", and made a part hereof.

That the decision of the trial court is reported in 19 Fed. Supp. 127. That from the decision of the trial court the plaintiff, including the Phoenix Finance Corporation, took an appeal to the Circuit Court of Appeals, which court affirmed the decision of the trial court, and its decision is reported in 98 Fed. (2d), 416. That the Phoenix Finance Corporation filed a petition for certiorari in the United States Supreme Court, which was denied.

That all the bonds held by the Phoenix Finance Corporation were decreed to be without consideration and fraudulent. That the rights of every other bondholder were determined and adjudicated by said decree, and that the plaintiff does not hold any bond that was not determined and adjudicated by said decree, and that the plaintiff is estopped from maintaining this action.

That by reason thereof the alleged cause of action now demanded on by the plaintiff and has been fully adjudicated and settled, by said judgment and decree, and that the same is now *res adjudicata*, and the plaintiff, Phoenix Finance Corporation, is estopped from maintaining this action.

IRENE M. BELL.

Sworn to and subscribed the day and year aforesaid
before me.

(Notarial Seal)

F. T. BARRETT,
Notary Public in and for
Cerro Gordo County, Iowa.

My Commission expires July 4, 1942.

[fol. 716] (Note by the clerk of the District Court: The final decree of the District Court, dated December 1, 1936, which is made a part of original Exhibit SC-105, is omitted here because it is the same as Exhibit "C" which is a part of the Supplemental and Ancillary Bill of Complaint, and appears at folio pages 77 to 79 of this transcript.)

[fol. 717] In the Superior Court of the State of Delaware.
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Oct. 18, 1939. Defendant's attorney moves to stay proceedings until a final disposition of the cause pending in the District Court of the United States for the Northern District of Iowa. Argument on motion before Speakman, J. Briefs to be submitted.

On motion of D. Wolcott, Esq. and order of Court, time for filing pleas extended to Nov. 20, 1939.

Nov. 20, 1939. On motion of defendant's attorney and order of Court time for filing pleas is extended to Jan. 2, 1940.

Jan. 2, 1940. Defendant pleads, with copy, to Narr.

Rule reps and issues by first general rule day in February.

[fol. 718] In the Superior Court of the State of Delaware,
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now Comes the defendant, Iowa-Wisconsin Bridge Company, the defendant above named, by Southerland, Berl, Potter & Leahy, its attorneys, and files the following pleas to each and every count of the plaintiff's declaration filed herein:

1. Non est factum.
2. Payment.
3. Set-off.
4. Statute of Limitations.

5. And for a further plea to each and every count of the said declaration filed by the plaintiff, the defendant, by its said attorneys, says, Actio Non, because the defendant says that the subject matter of the plaintiff's said suit is res adjudicata, in that on or about the fifth day of January, A. D. 1937, in a certain cause pending in the United States District Court for the Northern District of Iowa, between the plaintiff in the above entitled cause as one of the complainants, and the defendant in the above entitled cause as one of the defendants, entitled "First Trust and Savings Bank (formerly Bechtel Trust Company) and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Complainants, vs. Iowa-Wisconsin Bridge Company and Fayette D. Kendrick, et al., interveners," a decree was entered in said United States District Court for the

Northern District of Iowa, being a Court having jurisdiction of the parties and subject matter therein, in favor of the said Iowa-Wisconsin Bridge Company and against the [fol. 719] complainants therein, after a hearing on the merits; that, thereafter, to-wit, on or about the eighth day of August, A. D. 1938, a decree affirming the decree of the said United States District Court for the Northern District of Iowa was entered by the Circuit Court of Appeals of the United States, Eighth Circuit, after hearing said cause on appeal from the United States District Court for the Northern District of Iowa; that, thereafter, to-wit, at the October Term, A. D. 1938, the Supreme Court of the United States denied a petition for certiorari seeking to review the decree of affirmance of the Circuit Court of Appeals of the United States, Eighth Circuit; that the plaintiff in the above entitled cause is the same party as the complainant Phoenix Finance Corporation in said action in the United States District Court for the Northern District of Iowa and is acting in the same capacity; that the issues in the above entitled cause are identical with issues decided against said plaintiff in said action in the United States District Court for the Northern District of Iowa; and that said decree rendered in the United States District Court for the Northern District of Iowa, is still in full force and effect, and this the defendant is ready to verify.

SOUTHERLAND, BERL, POTTER &
LEAHY,

Attorneys for Defendant.

[fol. 720] In the Superior Court of the State of Delaware,
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Jan. 19, 1940. Plaintiff enters reps & issues to first and fourth pleas but [declines] to reply to the second and third pleas until same are drawn out. Rule same drawn out by second general rule day in February. As to the fifth plea, plaintiffs enters similiter.

[fol. 721] In the Superior Court of the State of Delaware,
In and For New Castle County.

September Term, 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

Now Comes the plaintiff, by Marvel & Morford, its attorneys, and enters reps and issues to the first and fourth pleas of the defendant heretofore filed in the above stated cause, the same being the pleas of non est factum and Statute of Limitations respectively, and declines to reply to the second and third pleas of the defendant, the same being the pleas of payment and set-off respectively, until said pleas be drawn out, and rules that said pleas be drawn out by the next general rule day.

And the said plaintiff, by its said attorneys, as to the fifth plea of the defendant heretofore filed in the above stated cause says precludi non, because it says that the issues in the above entitled cause are not identical with issues decided against the plaintiff in said action in the United States District Court for the Northern District of Iowa, that the plaintiff was not such a party to said cause that a valid adjudication could be made against it, and that the said United States District Court for the Northern District of Iowa was without jurisdiction to adjudicate against the plaintiff on any issue involved in the above

stated cause, and of this the said plaintiff puts itself upon the country.

MARVEL & MORFORD,
Attorneys for Plaintiff.

Filed in the District Court March 20, 1940.

[fol. 722]

(Exhibit SC-106.)

Law Offices

Bradshaw Fowler Proctor & Fairgrave
Suite 510 Crocker Building
Des Moines, Iowa

July 25, 1935.

Mr. J. W. Kindig,
Sioux City, Iowa.

Dear Sir:

Re: First Trust and Savings Bank
(Formerly Bechtel Trust Co.)

vs.

Iowa-Wisconsin Bridge Company

During the hearing in Des Moines, you requested that counsel supply you with a brief on the question of transactions between corporations having a common directorate. I have prepared such a memorandum and submit it for your review.

I think it may fairly be said that the authorities controlling lay down these general propositions:

1. That transactions between corporations having a common directorate are presumed to be valid, unless a prima facie showing is made of fraud; unfair or dishonest advantage has been taken by one corporation of the other.

2. If a prima facie case of dishonest dealing or fraud is made, the burden of proving the validity of a transaction between corporations having a common directorate shifts to the one asserting the validity.

3. That in any event, where the transaction has been approved or ratified by the stockholders, the validity of a transaction between corporations having common directorates will be accorded the same dignity as any transaction between corporations having uncommon directors.

It is to be remembered at all times in the instant case that the validity of the mortgage deed of trust and the several bonds issued thereunder is being asserted by the trustees under the mortgage deed of trust and not by the Phoenix Finance Corporation. Hence, we do not have a situation involving the validity of a transaction between corporations having a common directorate in this case.

Under the present state of the pleadings and the record evidence, the minutes of the proceedings of the several directors' and stockholders' meetings of the Iowa-Wisconsin Bridge Company and the books of the Iowa-Wisconsin Bridge Company are entitled to full faith and credit (until impeached) and abundantly satisfy the requirement of proof as to the validity of the mortgage deed of trust and the bonds issued thereunder.

Very truly yours,

REX FOWLER.

RHF/MT

(Enc.)

cc—Fred A. Ontjes, Mason City, Iowa.

cc—H. Haehlen, Waukon, Iowa.

Filed in the District Court March 20, 1940.

[fol. 723]

(Exhibit SC-107.)

Iowa-Wisconsin Bridge Company
Lansing, Iowa

March 15, 1932.

Phoenix Finance System, Inc.
Des Moines, Iowa.

Gentlemen:

Pursuant to Resolution of the Board of Directors of the Iowa-Wisconsin Bridge Company, I am delivering to

you herewith Series "A" Bonds, Nos. 1 to 97 inclusive of the Iowa-Wisconsin Bridge Company, in the principal amount of \$97,000.00 to reimburse you for funds advanced the Iowa-Wisconsin Bridge Company to complete the construction of the Black Hawk Toll Bridge at Lansing, Iowa as follows:

March 10, 1931	\$50,000.00
September 25, 1931	10,000.00
November 11, 1931	9,000.00
December 24, 1931	11,262.71
Interest to 12-31-31	3,548.56
	<hr/>
	83,811.27

To reimburse the Phoenix Finance System, Inc. for these items on the basis of an 8% yield, will require bonds in the face amount of \$93,538.58. In view of the fact that bonds in the principal amount of \$97,000.00 are being delivered to Phoenix Finance System, Inc. the over-plus of \$461.42 will be charged against the Phoenix Finance System, Inc. on the books of the company.

By the acceptance of said bonds, Phoenix Finance System, Inc. acknowledges full payment of the items herein enumerated and further agrees to execute and deliver Satisfaction of Mortgage in the amount of \$50,000.00 which was executed on or about March 10, 1931, by Iowa-Wisconsin Bridge Company to Phoenix Finance System, Inc. to secure the payment of a promissory note in that amount of even date. The said Satisfaction of Mortgage will be accepted by Iowa-Wisconsin Bridge Company and held subject to reinstatement upon the occurrence of the contingencies referred to in the Resolution of the Board of Directors of Iowa-Wisconsin Bridge Company adopted at its meeting at Lansing, Iowa on December 22, 1931.

Very truly yours,

IOWA-WISCONSIN BRIDGE
COMPANY,

By Oscar R. Thorson,

Secretary-Treasurer.

P. S. Bonds Nos. 1 to 97 inclusive as delivered herein are listed on the back of this letter.

[fol. 724]

March 15, 1932.

Iowa-Wisconsin Bridge Company,
Lansing, Iowa.

Attention—Mr. Oscar R. Thorson, Secy.

Gentlemen:

Receipt is hereby acknowledged of Series "A" Bonds, Nos. 1 to 97 inclusive, of Iowa-Wisconsin Bridge Company in reimbursement of moneys due Phoenix Finance System, Inc. from said Iowa-Wisconsin Bridge Company as enumerated in your letter of March 12, 1932.

There is submitted herewith Satisfaction of the Mortgage executed by Iowa-Wisconsin Bridge Company to Phoenix Finance System, Inc. on or about March 10, 1931 to secure a promissory note of \$50,000.00 of even date, which said Satisfaction of Mortgage is delivered on the express condition that it will be accepted subject to reinstatement in the event of the occurrence of the contingencies referred to in the Resolution of the Board of Directors of Iowa-Wisconsin Bridge Company, adopted at its meeting at Lansing, Iowa, on December 22, 1931.

Yours very truly,

PHOENIX FINANCE SYSTEM,
INC.

By M. K. Thompson,

Secretary-Treasurer.

MKT:DO

Filed in the District Court March 20, 1940.

[fol. 725]

(Exhibit SC-108)

March 15, 1932.

Iowa-Wisconsin Bridge Company,
Lansing, Iowa.

Attention—Mr. Oscar R. Thorson, Secy.

Gentlemen:

Receipt is hereby acknowledged of Series "A" Bonds, Nos. 1 to 97 inclusive, of Iowa-Wisconsin Bridge Company

in reimbursement of moneys due Phoenix Finance System, Inc. from said Iowa-Wisconsin Bridge Company as enumerated in your letter of March 12, 1932.

There is submitted herewith Satisfaction of the Mortgage executed by Iowa-Wisconsin Bridge Company to Phoenix Finance System, Inc. on or about March 10, 1931 to secure a promissory note of \$50,000.00 of even date, which said Satisfaction of Mortgage is delivered on the express condition that it will be accepted subject to reinstatement in the event of the occurrence of the contingencies referred to in the Resolution of the Board of Directors of Iowa-Wisconsin Bridge Company, adopted at its meeting at Lansing, Iowa, on December 22, 1931.

Yours very truly,

PHOENIX FINANCE SYSTEM,
INC.

By

Secretary-Treasurer.

MKY:DO

Filed in the District Court March 20, 1940.

[fol. 726]

(Exhibit SC-109.)

March 11, 1931.

Standard Shares Holding Company,
Minneapolis, Minnesota.

Gentlemen:

You are notified that the sales of the capital stock of the Iowa-Wisconsin Bridge Company have failed to bring in funds sufficient to proceed with the construction of the Black Hawk Bridge as desired.

Your interests, as well as ours, will be benefitted by the making of a loan with the Phoenix Finance System, Inc., in order to provide funds to facilitate the completion of this bridge. The Phoenix Finance System, Inc., will loan us Fifty Thousand Dollars (\$50,000.00) if we will secure them as best we can, and referring to the Managing Directors Contract bearing date of November 26, 1930, between your company and ours we find that we have agreed not

to create any obligations against the Iowa-Wisconsin Bridge Company or its personal or real property without your approval.

We therefore respectfully suggest that in consideration of the benefits to be derived through this loan and through the early completion of the bridge resulting from said loan, which will improve your interests and increase the value of your contract, that you consent to the borrowing of Fifty Thousand Dollars (\$50,000.00) by the Iowa-Wisconsin Bridge Company from the Phoenix Finance System, Inc. and the pledging of all of the property of the Iowa-Wisconsin Bridge Company to secure said loan.

Very truly yours,

IOWA-WISCONSIN BRIDGE
COMPANY,

Seal
ORT:MW

By Oscar R. Thorson,

Treasurer.

Pursuant to resolution of our Board of Directors, copy of which is hereto attached, we hereby authorize and approve the loan above mentioned in which the Iowa-Wisconsin Bridge Company will do all things necessary to secure the payment of the Fifty Thousand Dollar (\$50,000.00) loan to the Phoenix Finance System, Inc. and to discharge said obligation in full according to the requirements of said Phoenix Finance System, Inc.

STANDARD SHARES HOLDING
COMPANY,

(Seal)

By John W. Shaffer,

President.

[fol. 727] "Upon motion duly made, seconded and unanimously carried the following resolution was adopted:

Whereas, notice has been received from the Iowa-Wisconsin Bridge Company that it is necessary and desirable that it borrow Fifty Thousand Dollars (\$50,000.00) to facilitate the completion of the Black Hawk Bridge, and

Whereas, said notice has been read in this meeting and copy of same has been ordered attached to these minutes,

Now Therefore Be It Resolved, That the President of Standard Shares Holding Company be and he is hereby authorized to execute for and in behalf of this corporation full consent and approval authorizing the Iowa-Wisconsin Bridge Company to do all things necessary in its discretion to secure and pay off said loan according to such terms as it is able to effect with the Phoenix Finance System, Inc."

I, M. E. Lockhart, on oath depose and say that the above is a true and correct copy of a certain resolution adopted by the Board of Directors of Standard Shares Holding Company in special meeting held on the 14th day of March, A. D. 1931, at which meeting I was present and acted as Secretary.

M. E. LOCKHART. (signed)

Subscribed and sworn to before me by the above mentioned
M. E. Lockhart this 21st day of March, 1931.

(Notarial Seal)

PERRY E. CROSIER (signed)
Notary Public in and for Henne-
pin County, Minn.

[Seal]

Filed in the District Court March 20, 1940.

PHOENIX FINANCE SYSTEM

IN FULL PAYMENT OF *note*

No. 449. ~~458~~

PAID TO THE ORDER OF CLEVELAND, OHIO 3/11 1931

Lawa Wisconsin Bridge Co \$ 35000

Thirty Five Thousand and no DOLLARS

PHOENIX FINANCE SYSTEM, INC.

BY A. Thompson PRES. & SECY

MAIN OFFICE **EXHIBIT B-18**

6-10 CLEVELAND, OH **JUL 16 1935**

MARY E. BEACH,
REPORTER

29

Pay to the order of
John W. Schaffer & Co.
Law-Wisconsin Bridge Co.
By Oscar R. Horan
Treasurer

Pay to the order of
Thompson & Co.
John W. Schaffer & Co.
By John W. Schaffer
Phoenix Finance System, Inc.

THOMPSON & CO.
By M. E. Schaffer
Asst. Secy-Treas.
For Deposit only
Phoenix Finance System, Inc.
By M. E. Schaffer
Secy-Treas.

EXHIBIT SC-113.

THOMPSON & CO.

7777 PAYMENT note No. 448.48

CLEVELAND, OHIO 3/11 1931

Iowa Wisconsin Bridge Co \$15000⁰⁰

Fifteen Thousand & no/100 DOLLARS

THE UNION TRUST EXHIBIT 6-47
MAIN OFFICE JUL 16 1935
6-10 CLEVELAND, OHIO HARRY E. BEACH, SECRETARY

THOMPSON & CO.
PHOENIX FINANCE SYSTEM INC.
BY J. J. Thompson PRES.

Pay to the order of
Phoenix Finance System, Inc.
By Wm. White
THOMPSON & CO.
For deposit only
Phoenix Finance System, Inc.
By Wm. White
THOMPSON & CO.



[fol. 730]

(Exhibit SC-114.)

Receipts and Disbursements.

Iowa-Wisconsin Bridge Company—Lansing, Iowa

From November 1, 1930 to September 25, 1933.

[fol. 731]

Contents.

Accountants' Report.....	
Schedule A—Summary of Cash Transactions.....	
Schedule B—Summary of Account with Thompson & Co.	
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Schedule E—Summary of All Accounts with Phoenix Group.....	
Schedule F—Interest to December 31, 1939 on Unpaid Advances by Phoenix Group.....	
Schedule G—Capital Stock Transactions.....	
Detail of Cash Receipts.....	
Detail of Cash Disbursements.....	

[fol. 732]

Ernst & Ernst
Accountants and Auditors
System Service
Chicago

Continental Illinois Bank Bldg.

Akron
Atlanta
Baltimore
Birmingham
Boston
Buffalo
Canton
Chicago
Cincinnati

Philadelphia
Pittsburg
Portland, Me.
Providence
Reading
Richmond
Rochester
St. Louis
St. Paul

Cleveland
 Columbus
 Dallas
 Dayton
 Denver
 Detroit
 Fort Worth
 Grand Rapids
 Houston
 Indianapolis
 Kalamazoo
 Kansas City
 Los Angeles
 Louisville
 Memphis
 Miami
 Milwaukee
 Minneapolis
 New Orleans
 New York

Phoenix Finance Corporation,
 St. Petersburg, Florida.

San Antonio
 San Francisco
 Seattle
 Toledo
 Washington
 Winston-Salem
 Youngstown

Toronto, Canada

Correspondents At
 London
 Paris
 Berlin
 Hamburg
 Antwerp

Cable Address
 "Ernstaudit" N. Y.

January 17, 1940.

Gentlemen:

We have examined the records pertaining to the cash receipts and disbursements of the Iowa-Wisconsin Bridge Company, a Delaware corporation, hereinafter referred to as the Bridge Company, for the period commencing November 1, 1930 and ending at the close of business September 25, 1933, the latter being the last business day prior to the appointment of a receiver for the bridge property.

In connection with this examination, the cash receipts shown by the records to have been deposited in the Company's bank accounts were traced by us to and compared with the record of bank deposits shown in bank statements or actual bank records; and we also traced and confirmed by examination of supporting evidence such of said cash receipts as were not shown to have been deposited in the bank accounts of the Bridge Company, but which were recorded as having been paid over by endorsement by the Bridge Company directly to creditors or other parties.

In the detailed schedules of receipts and disbursements attached hereto, we have identified by the mark "(C)" the seven checks which were received by the Bridge Company, not deposited in the bank, but endorsed and transferred over to creditors and charged against the accounts of said creditors upon the Bridge Company books.

In connection with the cash disbursements, we examined all of the canceled checks except a minor group totaling \$1,994.37 represented by a large number of very small checks disbursed in connection with the operation of the oil station at the bridge. These particular checks were not immediately available for inspection.

We examined the records of the Bridge Company pertaining to transactions and accounts with Thompson & Co., Phoenix Finance System, Inc., and Phoenix Finance Corporation, hereinafter referred to as the Phoenix Group and found corresponding entries in the books of the Phoenix Group recording these transactions.

[fol. 733] We have examined the records pertaining to the capital stock transactions of the Bridge Company and have prepared an analysis of these transactions, which analysis is set forth in summary form in an accompanying schedule.

The interest on unpaid advances to the Bridge Company by the Phoenix Group as shown in Schedule F was not recorded on the books of the Bridge Company but has been independently computed on the basis provided in the financing agreement between Phoenix Finance System, Inc. and the Bridge Company.

Our examination was of such scope and in such detail as we considered necessary to determine the facts in respect of the receipts and disbursements of the Bridge Company and the transactions with the Phoenix group for the period beginning November 1, 1930 and ending September 25, 1933, and based upon such examination, as outlined herein, it is our opinion that the attached schedules set forth correctly the aforementioned transactions.

ERNST & ERNST,
Certified Public Accountants.

[fol. 734]

Schedule A

Summary Of Cash Transactions

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

Total Cash Transactions

Cash received by Bridge Company (Page 21, Col. 1)	\$454,996 74
Cash disbursed by Bridge Company (Page 56, Col. 1)	454,255 65
Cash balance September 25, 1933	\$ 741 09

Source Of Cash Receipts

From Trustee assets (Page 21, Col. 5)	\$ 74,403 48
From Standard Shares Holding Co.—on account (Page 21, Col. 4)	5,081 57
From other assets (Page 21, Col. 6)	11,472 69
From cash income (Page 21, Col. 2)	45,897 15
From Phoenix Group (Page 21, Col. 3)	318,141 85
Total Cash Received—as shown above	\$454,996 74

Disbursement Of Cash

Paid to Shaffer & Co. on four contracts (Page 56, Col. 3)	\$ 96,044 98
Paid for other construction (Page 56, Col. 4)	59,900 02
Paid for expenses, etc. (Page 56, Col. 6)	64,837 92
Paid to stockholders (Page 56, Col. 7)	12,445 06
Paid to Standard Shares Holding Co. on account (Page 56, Col. 5)	7,624 81
Paid to Phoenix Group (Page 56, Col. 2)	213,402 87
Total Cash Disbursed—as shown above	\$454,255 65

Summary Of Transactions With Phoenix Group

Total cash received from Phoenix Group	\$318,141 85
Total cash paid to Phoenix Group	213,402 87
Net Cash Received From Phoenix Group	\$104,738 98

Less net credit to Bridge Company for other (non-cash) items transferred to Phoenix Group as detailed in Schedules B, C, D and E	6,389 52
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Balance Due To Phoenix Group (Exclusive of interest)	\$ 98,349 46
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[fol. 735]

Schedule B

Summary Of Account With Thompson & Co.

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

				Cash	Non-Cash	Total
<u>Receipts By Bridge Company</u>						
<u>From Thompson & Co.</u>						
	Total cash on account			\$208,710 85		\$208,710 85
Nov. 5-1930	For capital stock at \$100.00 per share			7,500 00)	
Dec. 30-1931	For capital stock at \$100.00 per share			17,000 00)	24,500 00
Nov. 1-1930	Notes and collateral on stock subscriptions	\$5,410 84				
Dec. 31-1930	Discount on above capital stock — 15%	3,675 00				
Mar. 18-1931	By charge to Standard Shares Holding Co.	200 00				
July 25-1931	By larger deposit at Kerndt Bank	50 00				
Mar. 29-1931	By travel expense paid	45 39				
June 30-1931	do	330 79			\$ 9,712 02	9,712 02
	Totals — Thompson & Co.					
	To Bridge Company			\$233,210 85	\$ 9,712 02	\$242,922 87
<u>Disbursements By Bridge Company</u>						
<u>To Thompson & Co.</u>						
	Total cash on account			\$213,402 87		\$213,402 87
June 24-1931	Toll books	\$5,010 00				
Jan. 1-1931	Gumbus account	10 00			\$ 5,020 00	5,020 00
Dec. 31-1930	245 shares of capital stock				24,500 00	24,500 00
	Totals — Bridge Company					
	To Thompson & Co.			\$213,402 87	\$ 29,520 00	\$242,922 87
	Net Balance			\$ 19,807 98	\$ 19,807 98*	\$ —0—
* Negative amount.						

[fol. 736]

Schedule C

Summary Of Account With Phoenix Finance System, Inc.

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

Disbursements By Bridge Company

To Thompson & Co.

		Total cash on account	\$213,402 87		\$213,402 87
June	24-1931	Toll books	\$5,010 00		
Jan.	1-1931	Gunhus account	10 00	\$ 5,020 00	5,020 00
Dec.	31-1930	245 shares of capital stock		24,500 00	24,500 00
Totals — Bridge Company					
To Thompson & Co.			\$213,402 87	\$ 29,520 00	\$242,922 87
Net Balance			\$ 19,807 98	\$ 19,807 98*	\$ —0—

* Negative amount.

[fol. 736]

Schedule C

Summary Of Account With Phoenix Finance System, Inc.

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

			Cash	Non-Cash	Total
<u>Receipts By Bridge Company</u>					
<u>From Phoenix Finance System, Inc.</u>					
Mar.	10-1931	Cash on note and mortgage (Ck. 449)	\$35,600 00		\$35,000 00
Mar.	10-1931	Cash on note and mortgage (Ck. 448)	15,000 00		15,000 00
Sept.	24-1931	Cash on account (Ck. 7477)	10,000 00		10,000 00
Nov.	10-1931	Cash on account (Ck. 7852)	9,000 00		9,000 00
Dec.	24-1931	U. S. Treasury certificate		\$11,262 71	11,262 71
Total — Phoenix Finance System, Inc., To Bridge Company			\$69,000 00	\$11,262 71	\$80,262 71

Note — On January 11, 1932 the credit balance of \$80,262.71 was transferred on the books of the Bridge Company to the credit of the Phoenix Finance Corporation, successor to Phoenix Finance System, Inc.

Schedule D

Summary Of Account With Phoenix Finance Corporation

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

				Cash	Non-Cash	Total
<u>Receipts By Bridge Company</u>						
<u>From Phoenix Finance Corporation</u>						
Jan.	11-1932	Credit balance of Phoenix Finance System, Inc. transferred		\$69,000 00	\$11,262 71	\$ 80,262 71
Feb.	27-1932	Cash on account	(Ck. 340)	\$ 1,000 00		\$ 1,000 00
Dec.	15-1932	do	(Ck. 1961)	5,000 00		2,000 00
Jan.	20-1933	do	(Ck. 2132)	3,125 00		3,125 00
Feb.	7-1933	do	(Ck. 2233)	6,896 00		6,896 00
Feb.	9-1933	do	(Ck. 2243)	2,910 00		2,910 00
Expenses of Bridge Company paid by Phoenix for twenty months including salaries, rent, etc.					\$ 2,155 75	\$ 2,155 75
				\$15,931 00	\$ 2,155 75	\$ 18,086 75
Total — Phoenix Advances To Bridge Company				\$84,931 00	\$ 13,418 46	\$ 98,349 46
<u>Add Additional Credits</u>						
Accrued interest on advances					3,548 56	3,548 56
Discount on first mortgage bonds					12,727 31	12,727 31
To balance account for first mortgage bonds issued					109 86	109 86
Total Credits To Phoenix				\$84,931 00	\$29,804 19	\$114,735 19

Liquidation Of Cash Advances And Other Credits Due Phoenix Finance Corporation

Mar.	15-1932	By issue of first mortgage bonds	\$ 97,000 00
Dec.	15-1932	By issue of note payable to Phoenix	2,000 00
Dec.	31-1932	do	500 00
Jan.	20-1933	do	3,125 00
July	7-1933	do	12,110 19
Total Obligations Issued To Phoenix			<u>\$114,735 19</u>

Schedule E

Summary Of All Accounts With Phoenix Group

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

Liquidation Of Cash Advances And Other Credits Due Phoenix Finance Corporation

Mar.	15-1932	By issue of first mortgage bonds	\$ 97,000.00
Dec.	15-1932	By issue of note payable to Phoenix	2,000.00
Dec.	31-1932	do	500.00
Jan.	20-1933	do	3,125.00
July	7-1933	do	12,110.19
Total Obligations Issued To Phoenix			<u>\$114,735.19</u>

[fol. 738]

Schedule E

Summary Of All Accounts With Phoenix Group

Iowa-Wisconsin Bridge Company

From November 1, 1930 to September 25, 1933

	Cash	Non-Cash	Total
<u>Receipts By Bridge Company</u>			
<u>From Phoenix Group</u>			
From Thompson & Co.	\$233,210.85	\$ 9,712.02	\$222,922.87
From Phoenix Finance System, Inc.	69,000.00	11,262.71	80,262.71
From Phoenix Finance Corporation	15,931.00	2,155.75	18,086.75
Totals — Phoenix Group To Bridge Company	<u>\$318,141.85</u>	<u>\$23,130.48</u>	<u>\$341,272.33</u>
<u>Disbursements By Bridge Company</u>			
<u>To Phoenix Group</u>			
To Thompson & Co.	\$213,402.87	\$29,520.00	\$242,922.87
To Phoenix Finance System, Inc.	—0—	—0—	—0—
To Phoenix Finance Corporation	—0—	—0—	—0—
Totals — Bridge Company To Phoenix Group	<u>\$213,402.87</u>	<u>\$29,520.00</u>	<u>\$242,922.87</u>
Balance Due Phoenix Group (exclusive of interest)	<u>\$104,738.98</u>	<u>\$ 6,389.52*</u>	<u>\$ 98,349.46</u>

* Negative amount.

[fol. 739]

Schedule F

Interest To December 31, 1939 On Unpaid Advances By Phoenix Group

Iowa-Wisconsin Bridge Company

From March 10, 1931 to December 31, 1939

		Amount of Advances	Accumulated Interest Per Cent	Amount of Interest	
Interest from Mar.	10-31 on	\$50,000.00	70.44%	\$35,220.00	
Interest from Sept.	24-31 on	10,000.00	66.13%	6,613.00	
Interest from Nov.	10-31 on	9,000.00	65.11%	5,859.90	
Interest from Dec.	24-31 on	11,262.71	64.13%	7,222.77	\$54,915.67
Interest from Feb.	27-32 on	1,000.00	62.00%	\$ 620.00	
Interest from Dec.	15-32 on	2,000.00	56.16%	1,123.20	
Interest from Jan.	20-33 on	3,125.00	55.66%	1,739.37	
Interest from Feb.	7-33 on	6,896.00	55.18%	3,805.21	
Interest from Feb.	9-33 on	2,910.00	55.13%	1,604.28	
Interest from June	30-32 on	650.00	60.00%	390.00	
Interest from Dec.	31-32 on	1,205.75	56.00%	675.22	
Interest from June	30-33 on	300.00	52.00%	156.00	10,113.28
				Total Interest	\$ 65,028.95

Interest computed herein at 8% rate as provided in the financing agreement between
Phoenix Finance System, Inc. and the Bridge Company.

Total Principal And Interest On Unpaid Advances By Phoenix Group

Principal amount of net advances as shown in Schedule E	\$ 98,349.46
Interest to December 31, 1939 as shown above	65,028.95
	\$163,378.41
Less interest previously paid to Phoenix	9,390.00
Net Total Due To Phoenix Group On Principal And Interest	\$153,988.41

The foregoing amount of \$153,988.41 does not include any of the \$77,345.00 principal or \$55,584.60 interest claimed by Thompson & Co. by reason of the 1,091 shares of Bridge Company stock unsold under the fiscal contract or the \$60,500.00 of first mortgage bonds issued in connection with the return of 517 shares of said stock.

July 7-1933	Retired by Resolution	\$ 3,800.00
Sept. 25-1933	In treasury account	64,550.00
Sept. 25-1933	Unissued	6,450.00

Authorized But Not Outstanding 74,800.00

Total Authorized And Accounted For \$750,000.00

[fol. 741]

Summary Of Capital Stock Transactions

Shares

3,509½	Issued prior to November 1, 1930	\$350,950.00
3,550	Issued to Shaffer & Co. on four contracts	355,000.00
140	Issued to Phoenix on financing agreement	14,000.00
17	Issued for other purchases	1,700.00
245	Issued to Phoenix Group for cash	24,500.00
4	Issued to the public for cash (\$398.50)	400.00
7,465½	Total	<u>\$746,550.00</u>
713½	Less reacquired	<u>71,350.00</u>
6,752	Outstanding at September 25, 1933	<u>\$675,200.00</u>

All shares treated as of \$100.00 per share; the Class A of 3,750 shares having a par value of \$100.00 per share and the Class B being of no par value with a stated value of \$100.00 per share.

A further \$400,000.00 of capital stock was also issued to Standard Shares Holding Co. prior to November 1, 1930 but it was later returned to the Bridge Company.

[fol. 740]

Schedule G

Capital Stock Transactions

Iowa-Wisconsin Bridge Company

From inception to September 25, 1933

Oct. 31-1930	Issued through Trustee prior to November 1, 1930	\$350,950.00
<u>Additional Shares Issued Or Reissued After October 31, 1930</u>		
Nov. 1-1930	To Phoenix for finance agreement	\$ 14,000.00
Nov. 5-1930	To Thompson Co. for cash	7,500.00
Nov. 24-1930	To Shaffer & Co. on substructure contract	10,000.00
Nov. 26-1930	To Shaffer & Co. on superstructure contract	320,000.00
Dec. 4-1930	To J. J. Dunlevy for right-of-way	800.00
Dec. 24-1930	To Shaffer & Co. on substructure contract	5,000.00
Dec. 31-1930	To Thompson & Co. for cash	17,000.00
Feb. 17-1931	To Duxbury and Duxbury for cash (\$398.50)	400.00
June 22-1931	To Fred Schaefer for franchise	400.00
Aug. 6-1931	To Shaffer & Co. on superstructure extras	20,000.00
Dec. 31-1931	To Julius Boeckh for franchise	500.00
Total		<u>\$746,550.00</u>

Reacquired Upon Cancellation Of Stock Subscriptions, etc.

Jan. 16-1931	S. and J. Hart	\$ 200.00
Jan. 20-1931	Arthur E. Brown	500.00
Jan. 31-1931	Erick Eastman	600.00
Feb. 6-1931	McStorlie	1,200.00
Feb. 18-1931	P. B. Amunson (via Thompson & Co.)	3,200.00
Mar. 17-1931	Laura Baker	2,000.00
Apr. 27-1931	Frank Sparker	600.00
May 6-1931	Wm. Krick	500.00
July 11-1931	John Benson	500.00
Dec. 26-1931	H. T. Wagner	2,000.00
Dec. 28-1931	W. H. Schofield	1,000.00
Jan. 31-1932	J. M. Westerman	250.00
Feb. 4-1932	M. Boylston	200.00
Mar. 15-1932	Phoenix Finance Corp.	51,700.00
Apr. 23-1932	J. W. Dempsey	600.00
Apr. 30-1932	Laura Baker	2,500.00
July 6-1933	O. S. Bailey	100.00
July 6-1933	Gilman Borgen	400.00
July 6-1933	Anna O. Dahle	1,200.00
July 6-1933	H. P. Hansen	1,600.00
July 6-1933	J. F. Jesse	300.00
July 6-1933	Geo. J. Werner	200.00

Total Reacquired (Book Cost \$70,654.70)

71,350.00

Total Outstanding September 25, 1933

\$675,200.00

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
1930								
Oct. 31	Standard Shares Holding Co.	\$ 2,500.00	Trustee Settlement				\$ 2,500.00	
31	Standard Shares Holding Co.	2,754.00	Trustee Settlement				2,754.00	
Nov. 4	Thompson & Co.	2,000.00(C)	Thompson & Co.		\$ 2,000.00			
5	Standard Shares Holding Co.	1,000.00	Standard Shares			\$ 1,000.00		
5	Thompson & Co.	7,500.00	Capital stock		7,500.00			
5	F. J. Hartman	5,000.00	Bills receivable				5,000.00	
7	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
8	Joe Bechtel	9.00	Interest				9.00	
8	Christ Weber	100.00	Bills receivable				100.00	
10	A. M. Schanke (Bronson deal)	426.00	Stocks and bonds				426.00	
10	Sprague Bank	104.00	C. D. and interest				104.00	
10	Onsgard Bank	52.29	C. D. and interest				52.29	
10	Decorah Bank	310.50	C. D. and interest				310.50	
10	Standard Shares Holding Co.	4,256.30	C. D. and interest				4,256.30	
12	Standard Shares Holding Co.	500.00	Standard Shares			500.00		
12	Jennie Reith	150.00	Bills receivable				150.00	
13	Thompson & Co.	475.00	Thompson & Co.		475.00			
13	Thompson & Co.	585.00	Thompson & Co.		585.00			
14	H. T. Wagner	500.00	Bills receivable				500.00	
14	A. M. Schanke & Co.	98.00	Stocks and bonds				98.00	
14	Decker Packing Co.	2,190.00	Stocks and bonds				2,190.00	
15	Kerndt Bank	22.01	C. D. and interest				22.01	
15	Peoples Bank	107.32	C. D. and interest				107.32	
17	Wayne F. Johnson	15.00	Interest				15.00	
17	Chas. Hanson (Olson-Groth)	278.00	Stocks and bonds				278.00	
18	Jacob E. Decker & Sons (Bronson)	210.00	Stocks and bonds				210.00	
18	R. M. Schanke & Co. (Bronson)	568.00	Stocks and bonds				568.00	
19	Decorah Bank	72.45	C. D. and interest				72.45	
19	Sioux Valley Hospital	18.00	Stocks and bonds and interest				18.00	
19	Rev. E. B. Christopherson	21.00	Bills receivable				21.00	
17	Thompson & Co.	5,000.00	Thompson & Co.		5,000.00			
20	Thompson & Co.	475.00	Thompson & Co.		475.00			
20	Thompson & Co.	975.00	Thompson & Co.		975.00			
21	F. W. Mejske	1,008.00	Bills receivable and interest				1,008.00	
24	Farmers Bank	1,248.00	C. D. and interest				1,248.00	
26	Standard Shares Holding Co.	839.28(C)	C. D. and interest				839.28	
28	John W. Shaffer & Co.	6,000.00	P. & L. (Oil station lease)	\$ 6,000.00				
28	Standard Shares Holding Co.	17,659.69	Standard Shares (Trustee Settlement)				17,659.69	
Dec. 2	Gilland Bros.	200.00	Bills receivable				200.00	
3	Thompson & Co.	300.00	Thompson & Co.		300.00			
4	Thompson & Co.	1,550.00	Thompson & Co.		1,550.00			
5	Thompson & Co.	3,000.00	Thompson & Co.		3,000.00			
8	Thompson & Co.	2,410.00	Thompson & Co.		2,410.00			
6	Thompson & Co.	1,500.00	Thompson & Co.		1,500.00			
8	Thompson & Co.	900.00	Thompson & Co.		900.00			
10	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
10	Thompson & Co.	1,200.00	Thompson & Co.		1,200.00			
13	Thompson & Co.	400.00	Thompson & Co.		400.00			
13	Thompson & Co.	6,600.00	Thompson & Co.		6,600.00			
	(Forward)	\$ 85,086.84		\$ 6,000.00	\$ 36,870.00	\$ 1,500.00	\$ 40,716.84	\$ —0—

Date	Received From	Amount	Account Credit	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
	(Brought forward)	\$ 85,086.81		\$ 6,000.00	\$ 36,870.00	\$ 1,500.00	\$ 40,716.84	\$ —0—
1930								
Dec. 13	Thompson & Co.	200.00	Thompson & Co.		200.00			
15	A. G. Plankers (Part payment)	927.50	Bills receivable and interest				927.50	
16	Decorah Bank	1,449.00	C. D. and interest				1,449.00	
17	Thompson & Co.	1,325.00	Thompson & Co.		1,325.00			
18	Thompson & Co.	3,200.00	Thompson & Co.		3,200.00			
20	Dan Goettel	102.20	Bills receivable and interest				102.20	
19	Thompson & Co.	2,100.00	Thompson & Co.		2,100.00			
27	H. T. Wagner	500.00	Bills receivable				500.00	
29	Winneshiek Bank (Johnson)	207.00	C. D. and interest				207.00	
31	Standard Shares Holding Co.	3,581.57	Standard Shares			3,581.57		
31	Thompson & Co.	17,000.00	Capital stock		17,000.00			
31	Dist. Courthouse	1.12	License, taxes and fees	1.12				
31	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
1931								
Jan. 5	Thompson & Co.	500.00	Thompson & Co.		500.00			
6	Sioux Valley Hospital Assn. (#142 Groth)	30.00	Stocks and bonds and interest				30.00	
6	Schoenstadt & Sons, Inc.	15.00	Stocks and bonds and interest				15.00	
6	Wesley M. F. Church (#6, 7, 27 Groth)	75.00	Stocks and bonds and interest				75.00	
6	Thompson & Co.	200.00	Thompson & Co.		200.00			
8	A. C. Kandall	106.03	Bills receivable and interest				106.03	
8	Thompson & Co.	200.00	Thompson & Co.		200.00			
8	Thompson & Co.	1,100.00	Thompson & Co.		1,100.00			
9	Frank Larson (#91 Olson)	80.00	Stocks and bonds				80.00	
9	Thompson & Co.	25,000.00	Thompson & Co.		25,000.00			
9	Thompson & Co.	1,400.00	Thompson & Co.		1,400.00			
9	Thompson & Co.	375.00	Thompson & Co.		375.00			
9	Thompson & Co.	600.00	Thompson & Co.		600.00			
10	McNeal & Company (Agnes Darling)	242.75	Stocks and bonds				242.75	
10	Thompson & Co.	2,800.00	Thompson & Co.		2,800.00			
12	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
12	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
12	National Bank (Johnson)	400.00	C. D.				400.00	
12	National Bank (Seim)	150.00	C. D.				150.00	
13	Sherman Hart	15.00	Bills receivable				15.00	
13	Winneshiek Bank (Johnson)	931.50	C. D. and interest				931.50	
13	Palisades Bank (Pieper)	676.00	C. D. and interest				676.00	
13	Thompson & Co.	700.00	Thompson & Co.		700.00			
13	Thompson & Co.	1,300.00	Thompson & Co.		1,300.00			
14	Thompson & Co.	550.00	Thompson & Co.		550.00			
15	Thompson & Co.	300.00	Thompson & Co.		300.00			
15	Thompson & Co.	400.00	Thompson & Co.		400.00			
15	H. T. Wagner	500.00	Bills receivable				500.00	
16	Thompson & Co.	600.00	Thompson & Co.		600.00			
16	Thompson & Co.	500.00	Thompson & Co.		500.00			
19	D. D. Roggensack (Part payment)	25.00	Bills receivable				25.00	
19	Arthur C. Brown	2.84	Refund dividend				2.84	
19	Eric Eastman	17.07	Refund dividend				17.07	
19	Palisades Bank (Pieper)	490.00	C. D.				490.00	
19	Thompson & Co.	800.00	Thompson & Co.		800.00			
	(Forward)	\$159,761.42		\$ 6,001.12	\$101,020.00	\$ 5,081.57	\$ 47,658.73	\$ —0—

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
	(Brought forward)	\$159,761 42		\$ 6,001 12	\$101,020 00	\$ 5,081 57	\$ 47,658 73	\$ —0—
1931								
Jan. 21	Decorah Bank (Sorenson)	103 50	C. D. and interest				103 50	
21	Thompson & Co.	2,100 00	Thompson & Co. (See 1 29 31 \$900.00)		2,100 00			
22	Thompson & Co.	300 00	Thompson & Co.		300 00			
22	Ellsworth Bank (Nelson)	185 40	C. D. and interest				185 40	
24	Thompson & Co.	100 00	Thompson & Co.		100 00			
26	Frank Larson (Olson)	80 00	Stocks and bonds				80 00	
26	Thompson & Co.	1,300 00	Thompson & Co.		1,300 00			
27	Thompson & Co.	600 00	Thompson & Co.		600 00			
29	Thompson & Co.	800 00	Thompson & Co.		800 00			
29	Thompson & Co.	500 00	Thompson & Co.		500 00			
30	Thompson & Co.	200 00	Thompson & Co.		200 00			
30	Frank Larson	177 50	Stocks and bonds				177 50	
30	Osgard Bank (Quarve)	100 00	C. D.				100 00	
30	Osgard Bank (Quarve)	100 00	C. D.				100 00	
30	Osgard Bank (Otterness)	400 00	C. D.				400 00	
31	Frank Larson (Razenberger)	450 00	Stocks and bonds				450 00	
31	Decorah Bank	517 50	C. D. and interest				517 50	
Feb. 2	Thompson & Co.	709 00	Thompson & Co.		709 00			
5	Thompson & Co.	200 00	Thompson & Co.		200 00			
5	M. E. Strand	105 13	Bills receivable and interest				105 13	
7	Thompson & Co.	2,680 00	Thompson & Co.		2,680 00			
9	Osgard Bank (Otterness)	52 00	C. D. and interest				52 00	
9	Thompson & Co.	3,000 00	Thompson & Co.		3,000 00			
13	M. C. Storlie	42 00	Interest				42 00	
13	Thompson & Co.	1,000 00	Thompson & Co.		1,000 00			
14	Thompson & Co.	500 00	Thompson & Co.		500 00			
14	G. N. Thompson	512 00	Bills receivable and interest				512 00	
16	H. T. Wagner	500 00	Bills receivable				500 00	
17	Duxbury & Duxbury	398 50	Capital stock, 4 shares					398 50
18	Thompson & Co. (Amundson)	700 00	Bills receivable				700 00	
18	G. E. Cress	1,470 00	Bills receivable				1,470 00	
20	Thompson & Co.	300 00	Thompson & Co.		300 00			
21	Thompson & Co.	200 00	Thompson & Co.		200 00			
25	Frank Larson (Olson)	80 00	Stocks and bonds				80 00	
25	Thompson & Co.	500 00	Thompson & Co.		500 00			
25	Thompson & Co.	400 00	Thompson & Co.		400 00			
26	Thompson & Co.	50 00	Thompson & Co.		50 00			
27	Thompson & Co.	300 00	Thompson & Co.		300 00			
27	Thompson & Co.	1,200 00	Thompson & Co.		1,200 00			
Mar. 3	Geo. W. Huntley	5,000 00	Bills receivable				5,000 00	
4	Thompson & Co.	100 00	Thompson & Co.		100 00			
5	Thompson & Co.	950 00	Thompson & Co.		950 00			
6	Thompson & Co.	200 00	Thompson & Co.		200 00			
6	John Gallagher	1,258 75	Bills receivable				1,258 75	
6	Jesie Amundson	410 00	Bills receivable and interest				410 00	
9	Thompson & Co.	3,600 00	Thompson & Co.		3,600 00			
9	Thompson & Co.	1,800 00	Thompson & Co.		1,800 00			

Date	Received From	Amount	Account Credits	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
	March 10, 1931—Subtotal (Brought forward)	\$245 992 70		\$ 6,001 12	\$174,609 00	\$ 5,081 57	\$ 59,902 51	\$ 398 50
1931								
Mar	14 Thompson & Co.	1,000 00	Thompson & Co.		1,000 00			
	16 Thompson & Co.	100 00	Thompson & Co.		100 00			
	16 Harry Sparrow (Vegger)	247 60	Bills receivable				247 00	
	18 Rodland M. Wagner	5,150 00	Bills receivable and interest				5,150 00	
	18 Thompson & Co.	2,000 00	Thompson & Co.		2,000 00			
	20 Thompson & Co.	784 00	Thompson & Co.		784 00			
	21 Thompson & Co.	1,200 00	Thompson & Co.		1,200 00			
	21 Thompson & Co.	100 00	Thompson & Co.		100 00			
	13 H. T. Wagner	500 00	Bills receivable				500 00	
	31 A. G. Plankers (Part payment)	800 00	Bills receivable				800 00	
Apr	1 Thompson & Co.	500 00	Thompson & Co.		500 00			
	4 Wayne Johnston	764 00	Bills receivable				764 00	
	4 Thompson & Co.	425 00	Thompson & Co.		425 00			
	6 Thompson & Co.	100 00	Thompson & Co.		100 00			
	7 Thompson & Co.	692 50	Thompson & Co.		692 50			
	9 Thompson & Co.	1,200 00	Thompson & Co.		1,200 00			
	11 H. T. Wagner	500 00	Bills receivable				500 00	
	13 Thompson & Co.	399 87	Thompson & Co.		399 87			
	13 Thompson & Co.	2,100 00	Thompson & Co.		2,100 00			
	14 A. G. Plankers, M. D.	93 00	Bills receivable and interest				93 00	
	15 Thompson & Co.	513 50	Thompson & Co.		513 50			
	16 Thompson & Co.	50 50	Thompson & Co.		50 50			
	17 Thompson & Co.	200 00	Thompson & Co.		200 00			
	18 Thompson & Co.	5,864 01	Thompson & Co.		5,864 01			
	21 Thompson & Co.	200 00	Thompson & Co.		200 00			
	23 Thompson & Co.	1,000 00	Thompson & Co.		1,000 00			
	25 Thompson & Co.	800 00	Thompson & Co.		800 00			
	27 Thompson & Co.	700 00	Thompson & Co.		700 00			
	28 Thompson & Co.	336 25	Thompson & Co.		336 25			
	29 Thompson & Co.	2,840 00	Thompson & Co.		2,840 00			
	30 Thompson & Co.	200 00	Thompson & Co.		200 00			
	30 Frank H. Larsen (Groth)	800 00	Stocks and bonds				800 00	
May	1 Thompson & Co.	850 00	Thompson & Co.		850 00			
	2 Thompson & Co.	100 00	Thompson & Co.		100 00			
	2 Thompson & Co.	400 00	Thompson & Co.		400 00			
	5 Thompson & Co.	100 00	Thompson & Co.		100 00			
	6 Sprague Bank (Krick)	63 50	C. D. and interest				63 50	
	6 Thompson & Co.	202 00	Thompson & Co.		202 00			
	8 Thompson & Co.	500 00 (C)	Thompson & Co.		500 00			
	8 Thompson & Co.	400 00	Thompson & Co.		400 00			
	11 Thompson & Co.	900 00	Thompson & Co.		900 00			
	11 Thompson & Co.	7,500 00	Thompson & Co.		7,500 00			
	11 Thompson & Co.	100 00	Thompson & Co.		100 00			
	13 H. Hallden	250 00	Bills receivable				250 00	
	13 Harry Sparrow (Vegger)	99 50	Bills receivable				99 50	
	13 Thompson & Co.	200 00	Thompson & Co.		200 00			
	(Forward)	\$289,817 33		\$ 6,001 12	\$209,166 63	\$ 5,081 57	\$ 69,169 51	\$ 398 50

Cash Receipts (Cont'd)

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
	(Brought forward)	\$289,817.33		\$ 6,001.12	\$209,166.63	\$ 5,081.57	\$ 69,169.51	\$ 398.50
31								
14	H. T. Wagner	500.00	Bills receivable				500.00	
14	Thompson & Co.	500.00	Thompson & Co.		500.00			
14	Thompson & Co.	400.00	Thompson & Co.		400.00			
14	Thompson & Co.	500.00	Thompson & Co.		500.00			
15	Thompson & Co.	938.12	Thompson & Co.		938.12			
16	Thompson & Co.	261.40	Thompson & Co.		261.40			
16	Thompson & Co.	200.00	Thompson & Co.		200.00			
18	Thompson & Co.	2,000.00	Thompson & Co.		2,000.00			
15	Thompson & Co.	200.00	Thompson & Co.		200.00			
20	Thompson & Co.	50.75	Thompson & Co.		50.75			
21	Thompson & Co.	100.00	Thompson & Co.		100.00			
18	Thompson & Co.	400.00	Thompson & Co.		400.00			
21	Thompson & Co.	498.00	Thompson & Co.		498.00			
26	Thompson & Co.	6,677.00	Thompson & Co.		6,677.00			
26	Thompson & Co.	1,138.00	Thompson & Co.		1,138.00			
27	Thompson & Co.	195.00	Thompson & Co.		195.00			
1	Thompson & Co.	200.00	Thompson & Co.		200.00			
2	Thompson & Co.	100.00	Thompson & Co.		100.00			
3	Thompson & Co.	487.50	Thompson & Co.		487.50			
4	Thompson & Co.	200.00	Thompson & Co.		200.00			
5	R. R. Raggensack	75.00	Bills receivable				75.00	
5	Thompson & Co.	200.00	Thompson & Co.		200.00			
5	Thompson & Co.	170.00	Thompson & Co.		170.00			
5	Thompson & Co.	2,676.75(C)	Thompson & Co.		2,676.75			
6	Thompson & Co.	1,351.00	Thompson & Co.		1,351.00			
9	H. T. Wagner	500.00	Bills receivable				500.00	
10	Thompson & Co.	500.50	Thompson & Co.		500.50			
11	Thompson & Co.	1,200.00	Thompson & Co.		1,200.00			
12	Frank Larson (Groth)	800.00	Stocks and bonds				800.00	
12	Thompson & Co.	300.00	Thompson & Co.		300.00			
15	Thompson & Co.	400.00	Thompson & Co.		400.00			
15	Thompson & Co.	251.00	Thompson & Co.		251.00			
15	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
15	Thompson & Co.	200.00	Thompson & Co.		200.00			
16	Thompson & Co.	200.00	Thompson & Co.		200.00			
17	Thompson & Co.	850.00	Thompson & Co.		850.00			
17	Thompson & Co.	1,005.70(C)	Thompson & Co.		1,005.70			
23	L. W. Williams	406.10	Misc. income (carnival)	406.10				
24	Thompson & Co.	200.00	Thompson & Co.		200.00			
25	Thompson & Co.	277.50	Thompson & Co.		277.50			
26	Thompson & Co.	200.00	Thompson & Co.		200.00			
27	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
27	Thompson & Co.	200.00	Thompson & Co.		200.00			
30	Thompson & Co.	200.00	Thompson & Co.		200.00			
30	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
30	Toll collections for June	5,344.31	Bridge income	5,344.31				
	(Forward)	\$225,870.96		\$ 11,751.53	\$237,594.85	\$ 5,081.57	\$ 71,044.51	\$ 398.50

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
1931	(Brought forward)	\$325,870.96		\$ 11,751.53	\$237,594.85	\$ 5,081.57	\$ 71,044.51	\$ 398.50
July 1	Thompson & Co.	400.00	Thompson & Co.		400.00			
1	Thompson & Co.	1,800.00	Thompson & Co.		1,800.00			
2	Thompson & Co.	500.00	Thompson & Co.		500.00			
3	Thompson & Co.	2,000.00	Thompson & Co.		2,000.00			
7	Thompson & Co.	2,000.00	Thompson & Co.		2,000.00			
7	Thompson & Co.	100.00	Thompson & Co.		100.00			
8	Thompson & Co.	1,087.50	Thompson & Co.		1,087.50			
8	Thompson & Co.	300.00	Thompson & Co.		300.00			
8	Thompson & Co.	1,200.00	Thompson & Co.		1,200.00			
8	M. W. Typewriter Co.	2.80	Misc. expense	2.80				
10	Thompson & Co.	2,000.00	Thompson & Co.		2,000.00			
10	Thompson & Co.	101.00	Thompson & Co.		101.00			
11	Tony Ahlstrom	5.00	Bills receivable				5.00	
11	O. S. Bailey	2.50	Bills receivable				2.50	
11	T. A. Bechter	2.50	Bills receivable				2.50	
11	J. G. Minert	2.50	Bills receivable				2.50	
11	E. J. Raggensack	2.50	Bills receivable				2.50	
11	D. D. Raggensack	2.50	Bills receivable				2.50	
11	D. A. Sheridan (A. E. Sheridan)	5.00	Bills receivable				5.00	
11	J. W. Wendel	10.00	Bills receivable				10.00	
11	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
11	Thompson & Co.	316.08	Thompson & Co.		316.08			
11	Thompson & Co.	700.00	Thompson & Co.		700.00			
11	Thompson & Co.	1,108.00	Thompson & Co.		1,108.00			
13	Thompson & Co.	500.00	Thompson & Co.		500.00			
14	Thompson & Co.	729.00	Thompson & Co.		729.00			
14	Thompson & Co.	1,022.50	Thompson & Co.		1,022.50			
15	Thompson & Co.	1,767.00	Thompson & Co.		1,767.00			
17	Thompson & Co.	400.00	Thompson & Co.		400.00			
17	Thompson & Co.	2,110.00	Thompson & Co.		2,110.00			
17	Thompson & Co.	40.50	Thompson & Co.		40.50			
18	Thompson & Co.	772.00	Thompson & Co.		772.00			
18	Thompson & Co.	300.00	Thompson & Co.		300.00			
18	Thompson & Co.	450.00	Thompson & Co.		450.00			
18	L. C. Smith & Corona Type., Inc.	1.25	Misc. expense	1.25				
18	Thompson & Co.	980.00	Thompson & Co.		980.00			
18	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
20	H. T. Wagner	500.00	Bills receivable				500.00	
20	Thompson & Co.	600.00	Thompson & Co.		600.00			
21	Thompson & Co.	1,000.00	Thompson & Co.		1,000.00			
21	Thompson & Co.	899.60	Thompson & Co.		899.60			
22	Thompson & Co.	1,100.00	Thompson & Co.		1,100.00			
22	D. F. Wolfe	15.00	Advertising and printing	15.00				
23	Thompson & Co.	867.30	Thompson & Co.		867.30			
24	Kerndt Bros.	66.10	Miscellaneous income	66.10				
25	Thompson & Co.	450.00	Thompson & Co.		450.00			
27	Thompson & Co.	58.50	Thompson & Co.		58.50			
31	Toll collections for July	2,977.20	Bridge income	2,977.20				
Aug. 3	Thompson & Co.	2,000.00	Thompson & Co.		2,000.00			
3	Thompson & Co.	1,629.50	Thompson & Co.		1,629.50			
5	Thompson & Co.	261.25	Thompson & Co.		261.25			
6	Toll collections to August 6, 1931	531.40	Bridge income	531.40				

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Cash Receipts (Cont'd)

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
August 6, 1931—Subtotal (Brought forward)		\$393,546.94		\$ 15,345.28	\$271,144.58	\$ 5,081.57	\$ 71,577.01	\$ 398.50
1931								
Aug. 7	Thompson & Co.	1,421.00	Thompson & Co.		1,421.00			
10	Thompson & Co.	400.00	Thompson & Co.		400.00			
11	H. T. Wagner	500.00	Bills receivable				500.00	
11	Thompson & Co.	30.00	Thompson & Co.		30.00			
11	Thompson & Co.	120.52	Thompson & Co.		120.52			
11	Thompson & Co.	1,079.00	Thompson & Co.		1,079.00			
11	Thompson & Co.	500.00	Thompson & Co.		500.00			
15	Thompson & Co.	918.75	Thompson & Co.		918.75			
15	John Benson	15.25	P. & L.				15.25	
18	Wesley Methodist Church (27 Groth)	14.80	Interest				14.80	
22	Toll house cashier	92	Tel. & Tel.	92				
22	Harry Sparrow (Vegger)	49.50	Bills receivable				49.50	
22	Thompson & Co.	101.50	Thompson & Co.		101.50			
28	Thompson & Co.	125.00	Thompson & Co.		125.00			
31	Toll collections from August 6 to 31st	2,454.20	Bridge income	2,454.20				
31	Maurice Rothschild Co.	.05	Stationery and supplies	.05				
Sept. 4	Thompson & Co.	50.00	Thompson & Co.		50.00			
7	Thompson & Co.	4,750.00	Thompson & Co.		4,750.00			
11	Thompson & Co.	400.00	Thompson & Co.		400.00			
18	H. T. Wagner	500.00	Bills receivable				500.00	
24	Harry Sparrow (Vegger)	117.00	Bills receivable and interest				117.00	
24	Phoenix Finance System, Inc.	10,000.00			10,000.00			
26	Thompson & Co.	305.50	Thompson & Co.		305.50			
30	Toll collections for September	2,307.50	Bridge income (\$15.00 to Petty cash)	2,307.50				
Oct. 8	Thompson & Co.	375.00	Thompson & Co.		375.00			
9	Thompson & Co.	150.00			150.00			
9	M. White	5.80	Tel. & Tel.	5.80				
12	Thompson & Co.	100.00	Thompson & Co.		100.00			
12	J. W. Wendel	50.00	Bills receivable				50.00	
13	Thompson & Co.	570.00	Thompson & Co.		570.00			
14	Thompson & Co.	150.00	Thompson & Co.		150.00			
19	John Wendel	50.00	Bills receivable				50.00	
22	Satchewey Drug Store	500.00	Bills receivable				500.00	
22	Satchewey Drug Store	70	Stationery and supplies	70				
22	Thompson & Co.	520.00	Thompson & Co.		520.00			
31	Toll collections for October	2,680.00	Bridge income	2,680.00				
Nov. 11	Phoenix Finance System, Inc.	9,000.00			9,000.00			
14	H. T. Wagner	500.00	Bills receivable				500.00	
30	Toll collections for November	1,421.58	Bridge income	1,421.58				
30	Alex Barrie	510.00	Notes receivable and P. & L.	10.00				500.00
Forward)		\$406,295.11		\$ 24,226.63	\$302,210.85	\$ 5,081.57	\$ 73,873.56	\$ 898.50

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From J.S.H.Co. On Account	From Trustee Assets	From Other Assets
(Brought forward)		\$406,295 11		\$ 24,226 63	\$302,210 85	\$ 5,081 57	\$ 73,873 56	\$ 898 50
1931								
Dec. 8	R. E. Ginder	25 00	P. & L. (Balance due on stock)	25 00				
8	Oscar R. Thorson	1 58	Telephone and telegraph	1 58				
24	Iowa Des Moines Nat'l Bank	10,112 71	Stocks and bonds (U. S. bonds)					10,112 71
31	Toll collections for December	1,244 99	Bridge income	1,244 99				
1932								
Jan. 31	Toll collections for January	921 30	Bridge income	921 30				
31	Oscar S. Risvold	13 50	Interest	13 50				
Feb. 27	Phoenix Finance Corp.	1,000 00	Phoenix Finance Corp.		1,000 00			
	Toll collections for February	729 40	Bridge income	729 40				
Mar. 31	Toll collections for March	434 00	Bridge income	434 00				
Apr. 5	Phoenix Finance Corp.	8 00	Postage	8 00				
25	Oscar S. Risvold	457 25	Notes receivable and interest	7 25				450 00
30	Toll collections for April	707 05	Bridge income	707 05				
May 3	J. W. Wendel	468 49	Bills receivable and interest				468 49	
10	O. R. Thorson	100 00	Salaries (refund)	100 00				
19	Standard Oil Co.	45 50	Oil station rent	45 50				
31	Toll collections for May	1,082 50	Bridge income	1,082 50				
June 4	Standard Oil Co.	35 00	Oil station rent	35 00				
30	Oil and gas sales	138 93	Oil station income	138 93				
30	Toll collections for June	982 63	Bridge income (\$25 00) carried in cash)	982 63				
July 31	Oil and gas sales and rent	150 45	Oil station income and rent	150 45				
31	Toll collections for July	1,275 10	Bridge income	1,275 10				
Aug. 23	Interstate Power Co.	26	Miscellaneous expense	26				
23	Mr. Kemdt	1 28	Telephone and telegraph	1 28				
31	Oil and gas sales	128 04	Oil station income	128 04				
31	Toll collection for August	1,372 10	Bridge income	1,372 10				
Sept. 30	Oil and gas sales and rent	132 67	Oil station income and rent	132 67				
30	Toll collections for September	1,256 70	Bridge income	1,256 70				
Oct. 15	Standard Oil Co.	4 72	Oil station rent	4 72				
21	Standard Oil Co.	1 72	Truck expense	1 72				
31	Oil and gas sales	128 36	Oil station income	128 36				
31	Toll collections for October	986 15	Bridge income	986 15				
Nov. 10	B. R. Dunn	41	Postage and taxes	41				
10	Allen and Allen	45	Postage and taxes	45				
28	Standard Oil Co.	1 58	Oil station rent	1 58				
30	Oil and gas sales	124 20	Oil station income	124 20				
30	Toll collections for November	717 10	Bridge income	717 10				
Dec. 1	H. Ellington	6 33	Bills receivable (Dividend checks)				6 33	
1	Anna O. Dahle	30 00	Bills receivable (Dividend checks)				30 00	
1	Anna O. Dahle	5 40	Bills receivable (Dividend checks)				6 40	
10	Standard Oil Co.	4 70	Oil station rent	4 70				
15	Phoenix Finance Corp.	2,000 00	Notes payable		2,000 00			
30	Marquette National Bank	30 18	Reserve				18 70	11 48
31	Oil and gas sales	66 75	Oil station income (\$4.75 in November cash)	66 75				
31	Toll collections for December	577 44	Bridge income (\$20.00 in November cash)	577 44				
(Forward)		\$433,802 03		\$ 37,633 44	\$305,210 85	\$ 5,081 57	\$ 74,403 48	\$11,472 69

Date	Received From	Amount	Account Credited	Gross Income	From Phoenix Group	From S.S.H.Co. On Account	From Trustee Assets	From Other Assets
1933	(Brought forward)	\$433,802 03		\$ 37,633 44	\$305,210 85	\$ 5,081 57	\$ 74,403 48	\$11,472 69
Jan. 16	Vance Thompson	.09	Miscellaneous expense	.09				
16	Standard Oil Co.	1 57	Oil station rent	1 57				
20	Phoenix Finance Corp.	3,125 00	Notes payable		3,125 00			
31	Oil and gas sales	98 80	Oil station income	98 80				
31	Toll collections for January	563 80	Bridge income	563 80				
Feb. 7	Phoenix Finance Corp.	6,896 00	Phoenix Finance Corp.		6,896 00			
10	Phoenix Finance Corp.	2,910 00	Phoenix Finance Corp.		2,910 00			
20	Standard Oil Co.	3 15	Oil station rent	3 15				
28	Oil and gas sales	65 55	Oil station income	65 55				
28	Toll collections for February	524 35	Bridge income	524 35				
Mar. 25	Standard Oil Co.	2 10	Oil station rent	2 10				
31	Oil and gas sales	60 35	Oil station income	60 35				
31	Toll collections for March	522 04	Bridge income	522 04				
Apr. 11	Standard Oil Co.	2 03	Oil station rent	2 03				
30	Oil and gas sales	75 00	Oil station income	75 00				
30	Toll collections for April	683 10	Bridge income	683 10				
May 12	Standard Oil Co.	3 04	Oil station rent	3 04				
19	Standard Oil Co.	65	Refund—gas purchase	65				
19	Interstate Power Co.	30	Miscellaneous expense	30				
31	Oil and gas sales	55 25	Oil station income	55 25				
31	Toll collections for May	798 15	Bridge income	798 15				
June 12	Standard Oil Co.	2 28	Oil station rent	2 28				
30	Oil and gas sales	86 75	Oil station income	86 75				
30	Toll collections for June	950 10	Bridge income	950 10				
July 11	Standard Oil Co.	3 33	Oil station rent	3 33				
31	Oil and gas sales	115 67	Oil station income	115 67				
31	Toll collections for July	1,349 05	Bridge income	1,349 05				
Aug. 31	Toll collections for August	1,293 15	Bridge income	1,293 15				
Sept. 30	Toll collections for September	933 05	Bridge income	933 05				
30	Oil and gas sales and rent	71 01	Oil station income and rent (in cash account)	71 01				
	Totals	\$454,996 74		\$ 45,897 15	\$318,141 85	\$ 5,081 57	\$ 74,403 48	\$11,472 69

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1930									
Nov. 4	John W. Shaffer & Co.	\$ 2.000 00	(C) Engineering contractor		\$ 2.000 00				
5	N. W. National Bank, Escrow	7.700 00	Substructure contractor		7.700 00				
5	A. J. Schunk, Postmaster	20 06	Postage						
7	John W. Shaffer & Co.	1.000 00	Superstructure contractor		1.000 00			\$ 20 06	
12	John W. Shaffer & Co.	8.000 00	Superstructure contractor		8.000 00				
12	Standard Shares Holding Co.	4.300 00	Standard Shares				\$ 4.300 00		
12	A. J. Schunk, Postmaster	10 03	Postage					10 03	
14	A. G. Bey	14 13	Salaries and wages					14 13	
14	A. M. Nystrom	5 07	Traveling and entertainment					5 07	
15	Miss Olson	28 59	Salaries and wages					28 59	
15	Selma Holmberg	45 00	Salaries and wages					45 00	
15	John W. Shaffer & Co.	1.000 00	Superstructure contractor		1.000 00				
15	T. F. McGinty	50 00	Salaries and wages					50 00	
18	Standard Shares Holding Co.	500 00	Standard Shares				500 00		
18	Homer L. Morrison, Surveyor	350 00	Right-of-way			\$ 350 00			
18	Thomas E. Gander	20 00	Right-of-way			20 00			
18	A. M. Mystrom	6 00	Traveling expense					6 00	
18	L. C. Smith & Corona Type., Inc.	3 00	Miscellaneous expense					3 00	
18	Chippewa Springs	3 00	Miscellaneous expense					3 00	
18	Andrews Hotel	43 70	Traveling expense					43 70	
18	Ed. Stockland	6 00	Traveling expense					6 00	
18	Imperial Printing Co.	27 96	(Standard Shares Stationery and supplies Advertising)				20 31	6 75 90	
18	Jacobson Fix. Exchange	106 35	(Furniture and fixtures Stationery and supplies Advertising and printing)					105 40 95	
18	H. A. Rogers Co.	15 41	Stationery and supplies					15 41	
18	Poucher Printing & Litho.	2 10	Advertising and printing					2 10	
18	Eastman Kodak Co.	5 55	Stationery and supplies					5 55	
18	A. J. Schunk, Postmaster	50 03	Advertising and printing					50 03	
18	Japs Olson Co.	9 90	Postage					9 90	
19	Western Union Telegraph Co.	14 76	Stationery and supplies					14 76	
19	Chippewa Springs Water Co.	4 00	Telephone and telegraph					4 00	
19	Underwood Typewriter Co.	5 00	Miscellaneous expense					5 00	
19	The LaCrosse Tribune Co.	75	Miscellaneous expense					75	
19	The Gazette Co.	2 50	Advertising					2 50	
19	The Register & Tribune	5 70	Advertising					5 70	
19	Corporation Service Co.	12 00	Advertising					12 00	
19	Globe Office Furniture Co.	11 50	Stationery and supplies					11 50	
19	Imperial Printing Co.	33 05	Furniture and fixtures					33 05	
19	N. W. Bell Telephone Co.	74 15	Stationery and supplies					74 15	
19	Jacobson Furniture Co.	77 00	Telephone and telegraph					77 00	
19	A. J. Schunk, Postmaster	20 06	Furniture and fixtures					20 06	
19	Catherine Stoessel	5 75	Postage					5 75	
19	John W. Shaffer & Co.	2.000 00	Salaries and wages		2.000 00				
20	John W. Shaffer & Co.	1.000 00	Substructure contractor		1.000 00				
21	Ruth Moss	7 50	Substructure contractor						
24	John W. Shaffer & Co.	2.500 00	Salaries and wages					7 50	
			Grading contractor		2.500 00				
	(Forward)	\$ 31,095.60		\$ -0-	\$ 25,200 00	\$ 370 00	\$ 4,820 31	\$ 705 29	\$ -0-

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
(fol. 752) 1930	(Brought forward)	\$ 31,095 00		\$ —0—	\$ 25 230 00	\$ 370 00	\$ 4 820 31	\$ 795 29	\$ —0—
Nov. 25	A. M. Nystrom	15 09	Travel and entertainment					15 09	
25	M. White	9 75	Travel and entertainment					9 75	
25	J. A. Thompson	71 77	Travel and entertainment					71 77	
25	A. J. Schunk, Postmaster	20 06	Advertising and printing					20 06	
26	B. H. Wellendorf	19 60	Travel and entertainment					19 60	
26	Aschom Bros.	5 40	Travel and entertainment					5 40	
26	R. J. Gaunitz	10 60	Travel and entertainment					10 60	
26	D. F. Wolfe	114 90	Travel and entertainment					114 90	
26	John W. Shaffer & Co.	24,000 00	Substructure contractor		24,000 00				
26	John W. Shaffer & Co. (C. of D.)	839 28(C)	Substructure contractor		839 28				
28	Oscar R. Thorson	136 50	(Salaries and wages Travel and entertainment)					90 00 46 50	
28	Dividend checks	4,025 25	Dividends						4,025 25
Dec. 1	Marquette National Bank	4 50	Printing					4 50	
1	Marquette National Bank	5 86	Miscellaneous expense					5 86	
1	A. J. Schunk, Postmaster	40 12	Postage					40 12	
1	Selma Holmberg	50 00	Salaries and wages					50 00	
1	L. F. McGinty	55 00	Salaries and wages					55 00	
1	Phoenix Leasehold, Inc.	96 91	Rent, light and heat					96 91	
1	Ed. Stockland	38 06	Travel and entertainment					38 00	
2	Nicollet Hotel, Minneapolis	125 87	Travel and entertainment					125 87	
4	R. A. and M. A. Dunlevy	1,000 00	Right-of-way			1,000 00			
4	Witts Market House	43 79	Travel and entertainment					43 79	
4	Minneapolis Blue Print Co.	3 92	Printing					3 92	
4	Globe Office Furniture Co.	43 00	Furniture and fixtures					43 00	
4	Andrews Hotel	116 30	Travel and entertainment					116 30	
4	Corp. Trust Co.	6 00	Stationery and supplies					6 00	
4	Bilz Sign Co.	78 00	Advertising and printing					78 00	
5	Marquette National Bank	2 35	Miscellaneous expense					2 35	
6	Marquette National Bank	48	Licenses, taxes and fees					48	
8	The Kimm Company	15 64	Advertising and printing					15 64	
10	N. W. Bell Telephone Co.	112 20	Telephone and telegraph					112 20	
10	T. J. Schultz	2 06	Dividend						2 06
15	Treasurer—State of Minnesota	50 00	Licenses, taxes and fees					50 00	
15	Selma Holmberg	50 00	Salaries and wages					50 00	
15	L. F. McGinty	55 00	Salaries and wages					55 00	
15	Oscar R. Thorson	150 00	Salaries and wages					150 00	
15	Marion Fiege	63 00	Salaries and wages					63 00	
15	Secretary of State—Minnesota	2 00	Travel and Entertainment					2 00	
15	A. J. Schunk, Postmaster	3 00	Postage					3 00	
18	Collector of Internal Revenue	189 75	Licenses, taxes and fees					189 75	
22	Chippewa Springs Corp.	3 50	Miscellaneous expense					3 50	
22	L. C. Smith Type. Co.	3 00	Miscellaneous expense					3 00	
22	Underwood Type. Co.	5 00	Miscellaneous expense					5 00	
22	Miller Davis Co.	4 25	Stationery and supplies					4 25	
22	Japs Olson Co.	32 55	Stationery and supplies					32 55	
22	Hoff Rubber Stamp Co.	8 35	Stationery and supplies					8 35	
22	McClain Compnay	33 00	Stationery and supplies					33 00	
22	Farnham Printing Co.	41 23	Stationery and supplies					41 23	
22	Universal Circular Letter Co.	18 77	Advertising and printing					18 77	
22	Maynard Stohr Co.	1 75	Stationery and supplies					1 75	
	(Forward)	\$ 62,917 95		\$ —0—	\$ 50,039 28	\$ 1,370 00	\$ 820 31	\$ 2,661 05	\$ 4,027 31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$ 62,917 95		\$ — 0 —	\$ 50,039 28	\$1,370 00	\$ 4,820 31	\$ 2,661 05	\$ 4,027 31
1930									
Dec. 22	Norton & Peel	18 70	Advertising and printing					18 70	
22	Chicago Journal of Commerce	1 25	Advertising and printing					1 25	
22	Eastman Kodak Stores	15 97	Advertising and printing					15 97	
22	Dahms Photo Print Co.	152 81	Advertising and printing					152 81	
22	Allamakee Journal	74 25	Advertising and printing					74 25	
22	Imperial Printing Co.	62 85	Advertising and printing					62 85	
23	Thompson & Co.	10,000 00	Thompson & Co.	10,000 00					
23	Oscar R. Thorson	52 01	Travel and entertainment					52 01	
24	Thompson & Co.	13,000 00	Thompson & Co.	13,000 00					
24	A. J. Schunk, Postmaster	20 06	Postage					20 06	
30	John W. Shaffer & Co.	2,500 00	Grading contractor		2,500 00				
30	Western Union Telegraph Co.	4 37	Telephone and telegraph					4 37	
31	Phoenix Leasehold, Inc.	84 00	Rent, light and heat					84 00	
31	Oscar R. Thorson	150 00	Salaries and wages					150 00	
31	L. F. McGinty	55 00	Salaries and wages					55 00	
31	Selma Holmberg	50 00	Salaries and wages					50 00	
31	Muriel Johnston	39 00	Salaries and wages					39 00	
31	John W. Shaffer & Co.	4,000 00	Substructure contractor		4,000 00				
31	Thompson & Co.	16,870 00	Thompson & Co.	16,870 00					
1931									
Jan. 2	Marquette National Bank	11 75	Licenses, taxes and fees					11 75	
2	N. W. Bell Telephone Co.	90 30	Telephone and telegraph					90 30	
3	Secretary of State — Delaware	2 00	Licenses, taxes and fees					2 00	
5	J. W. Dempsey	48 10	(Telephone and telegraph Licenses, taxes and fees (Travel and entertainment					6 75 90 40 45	
6	Carl Wheeler	15 00	Advertising and printing					15 00	
7	Collector of Internal Revenue	93 97	Licenses, taxes and fees					93 97	
8	John W. Shaffer & Co.	500 00	Engineering contractor		500 00				
9	Marquette Trust Co.	20,918 37	Thompson & Co.	20,918 37					
2	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
9	Peoples State Bank	3,000 00	Thompson & Co.	3,000 00					
12	Thompson & Co.	4,000 00	Thompson & Co.	4,000 00					
12	Thompson & Co.	5,000 00	Thompson & Co.	5,000 00					
12	Dahms Photo Print Co.	21 67	Advertising and printing					21 67	
12	Corporation Trust Co.	32 50	Licenses, taxes and fees					32 50	
13	Wm. Krick	2 08	Licenses, taxes and fees					2 08	
14	Hoff Ruber Stamp Co.	1 70	Stationery and Supplies					1 70	
14	H. A. Rogers Co.	10 25	Advertising and printing					10 25	
14	L. C. Smith & Corona Type., Inc.	3 00	Miscellaneous expense					3 00	
14	Waterloo Daily Courier	75	Advertising and printing					75	
14	Eastman Kodak Stores, Inc.	3 90	Advertising and printing					3 90	
14	Oyen Adv. Sign Co.	16 23	Advertising and printing					16 23	
14	Phoenix Leasehold, Inc.	10 35	Rent, light and heat					10 35	
14	Farnham Printing & Stationery Co.	17 30	Stationery and supplies					17 30	
14	Jacobson Fixture Exchange	185 00	Furniture and fixtures					185 00	
14	Imperial Printing Co.	9 00	Stationery and supplies					9 00	
14	Minneapolis Blue Printing Co.	5 15	Advertising and printing					5 15	
14	Chippewa Springs Corp.	7 00	Miscellaneous expense					7 00	
	(Forward)	\$145,573 59		\$ 74,288 37	\$ 57,039 28	\$ 1,370 00	\$ 4,820 31	\$ 4,028 32	\$ 4,027 31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
Jan. 1931	(Brought forward)	\$145,573 59		\$ 71,288 37	\$ 57,039 28	\$ 1,370 00	\$ 4,820 31	\$ 4,028 32	\$ 4,027 31
Jan. 14	Western Union Telegraph Co.	1 84	Advertising and printing					1 84	
14	Universal Circular Letter Co.	15 53	Advertising and printing					15 53	
15	Oscar Thorson	150 00	Salaries and wages					150 00	
15	L. F. McGinty	55 00	Salaries and wages					55 00	
15	Selma Holmberg	50 00	Salaries and wages					50 00	
15	Muriel Johnston	45 00	Salaries and wages					45 00	
15	Thompson & Co.	3,000 00	Thompson & Co.	3,000 00					
15	The Register & Tribune	1 25	Advertising and printing					1 25	
19	Thompson & Co.	2,500 00	Thompson & Co.	2,500 00					
22	Thompson & Co.	3,000 00	Thompson & Co.	3,000 00					
19	A. J. Schunk, Postmaster	20 06	Postage					20 06	
24	Thompson & Co.	3,000 00	Thompson & Co.	3,000 00					
24	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
26	Dahms Photo Print Co.	54 40	Advertising and printing					54 40	
29	Thompson & Co.	900 00	Thompson & Co.	900 00					
31	Marquette National Bank	5 45	Licenses, taxes and fees					5 45	
31	John W. Shaffer & Co.	1,616 27	Approaches			1,616 27			
31	Oscar R. Thorson	150 00	Salaries and wages					150 00	
31	Selma Holmberg	50 00	Salaries and wages					50 00	
31	Muriel Johnston	45 00	Salaries and wages					45 00	
31	Phoenix Leasehold, Inc.	84 00	Rent, light and heat					84 00	
31	S. S. H. Co. for Eastman Recission	300 00	Stocks and bonds						300 00
Feb. 2	Phoenix Leasehold, Inc.	6 40	Rent, light and heat					6 40	
2	Carl Wheeler	20 00	Advertising and printing					20 00	
9	Thompson & Co.	2,618 56	Thompson & Co.	2,618 56					
10	Thompson & Co.	7,000 00	Thompson & Co.	7,000 00					
11	Universal Circular Letter Co.	3 25	Advertising and printing					3 25	
11	The Andrews Hotel	28 65	Travel and entertainment					28 65	
11	E. E. Peterson Sign Co.	1 50	Advertising and printing					1 50	
11	Shaw-Walker	45 90	Furniture and fixtures					45 90	
11	Chippewa Springs Corp.	4 50	Miscellaneous expense					4 50	
11	Norton & Peel	7 54	Advertising and printing					7 54	
11	Eastman Kodak Stores	52 36	Advertising and printing					52 36	
11	L. C. Smith & Corona Type, Inc.	3 00	Miscellaneous expense					3 00	
11	Frederick McDowell	2 25	Advertising and printing					2 25	
11	Bureau of Engraving	50 60	Advertising and printing					50 60	
11	H. A. Rogers Company	31 15	Advertising and printing					31 15	
11	N. W. Bell Telephone Co.	88 05	Telephone and telegraph					88 05	
11	Allamakee Journal	76 20	Advertising and printing					76 20	
11	Dahms Photo Print Co.	10 04	Advertising and printing					10 04	
11	Oscar R. Thorson	63 00	Travel and entertainment					63 00	
11	A. R. Maul Co.	55 00	Advertising and printing					55 00	
11	Decorah Public Opinion	1 75	Advertising and printing					1 75	
11	Postal Telegraph & Cable Co.	1 32	Telephone and telegraph					1 32	
11	Western Union Telegraph Co.	5 01	Telephone and telegraph					5 01	
14	Oscar R. Thorson	150 00	Salaries and wages					150 00	
14	Selma Holmberg	50 00	Salaries and wages					50 00	
14	Muriel Johnston	45 00	Salaries and wages					45 00	
14	E. C. Stockland	50 00	Travel and entertainment					50 00	
16	A. M. Nystrom	18 03	Travel and entertainment					18 03	
	(Forward)	\$172,106 45		\$ 97,306 93	\$ 57,039 28	\$ 2,936 27	\$ 4,820 31	\$ 5,626 35	\$ 4,327 31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
fol. 755] 1931	(Brought forward)	\$172,106 45		\$ 97,306 93	\$ 57,039 28	\$ 2,986 27	\$ 4,820 31	\$ 5,626 35	\$ 4,327 31
Feb. 16	The LaCrosse Tribune Co.	1 00	Advertising and printing					1 00	
16	E. C. Stockland	12 60	Travel and entertainment					12 60	
18	Thompson & Co.	2,560 00	Stocks and bonds						2,560 00
19	N. W. Typewriter Exchange	7 00	Miscellaneous expense					7 00	
20	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
23	John W. Shaffer & Co.	342 19	Approaches			342 19			
23	John W. Shaffer & Co.	178 80	Approaches			178 80			
23	The LaCrosse Tribune Co.	60	Advertising and printing					60	
23	N. W. Bell Telephone Co.	67 20	Telephone and telegraph					67 20	
23	A. N. Nystrom	25 47	Travel and entertainment					25 47	
24	A. J. Schunk, Postmaster	25 06	Postage					25 06	
24	H. A. Rogers Co.	7 55	Advertising and printing					7 55	
24	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
26	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
20	Thompson & Co.	500 00	Thompson & Co.	500 00					
28	Marquette National Bank	10 28	Licenses, taxes and fees					10 28	
28	Oscar R. Thorson	150 00	Salaries and wages					150 00	
28	Selma Holmberg	50 00	Salaries and wages					50 00	
28	Muriel Johnston	45 00	Salaries and wages					45 00	
28	Phoenix Leasehold, Inc.	84 00	Rent, light and heat					84 00	
28	The Sioux City Journal	1 50	Advertising and printing					1 50	
28	The Osage News	1 25	Advertising and printing					1 25	
28	The Democrat	1 00	Advertising and printing					1 00	
Mar. 2	A. M. Nystrom	16 83	Travel and entertainment					16 83	
3	Thompson & Co.	1,200 00	Thompson & Co.	1,200 00					
4	New England Furniture & Carpet	50 00	Furniture and fixtures					50 00	
4	Thompson & Co.	4,000 00	Thompson & Co.	4,000 00					
4	Standard Shares Holding Co.	1,000 00	Standard Shares Holding Co.				1,000 00		
6	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
9	A. M. Nystrom	27 40	Travel and entertainment					27 40	
	March 9, 1931—Subtotal	\$186,471 18		\$107,006 92	\$ 57,039 28	\$ 3,507 26	\$ 5,820 31	\$ 6,210 09	\$ 6,887 31
Mar. 10	W. H. Schofield	\$ 1,000 00	Notes receivable						\$ 1,000 00
10	Cash	50,000 00	(Substructure contractor		\$ 25,000 00				
			(Grading contractor		5,000 00				
			(Engineering contractor		5,000 00				
			(Thompson & Co.	\$ 15,000 00					
	Mar 10, 1931 — Subtotal	\$237,471 18		\$122,006 93	\$ 92,039 28	\$ 3,507 26	\$ 5,820 31	\$ 6,210 09	\$ 7,887 31
Mar. 11	J. A. Thompson	\$ 186 10	Travel and entertainment					\$ 186 10	
11	V. W. O'Connor	150 10	Travel and entertainment					150 10	
11	John W. Shaffer & Co.	1,000 00	Approaches			\$ 1,000 00			
11	John W. Shaffer & Co.	1,900 00	Approaches			1,000 00			
11	Nicholas Wagner	400 00	Right-of-way			400 00			
13	Julius Boeckle	3 00	Travel and entertainment					3 00	
12	Phoenix Leasehold, Inc.	2 99	Rent, light and heat					2 99	
14	Oscar R. Thorson	150 00	Salaries and wages					150 00	
14	Selma Holmberg	50 00	Salaries and wages					50 00	
14	Muriel Johnston	45 00	Salaries and wages					45 00	
	(Forward)	\$240,458 37		\$122,006 93	\$ 92,039 28	\$ 5,907 26	\$ 5,820 31	\$ 6,797 28	\$ 7,887 31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$240,458 37		\$122,006 93	\$ 92,039 28	\$ 5,907 26	\$ 5,820 31	\$ 6,797 28	\$ 7,887 31
Mar. 16	Eastman Kodak Stores, Inc.	9 00	Advertising and printing					9 00	
16	Bureau of Engraving, Inc.	32 98	Advertising and printing					32 98	
16	Underwood Typewriter Co.	7 00	Miscellaneous expense					7 00	
16	Farnham Printing & Staty. Co.	9 55	Stationery and Supplies					9 55	
16	Western Union Telegraph Co.	5 30	Telephone and telegraph					5 30	
16	Imperial Printing Co.	62 65	Advertising and printing					62 65	
16	Norton & Peel	4 20	Advertising and printing					4 20	
16	Universal Circular Letter Co.	4 88	Advertising and printing					4 88	
16	Chippewa Springs Corp.	7 00	Miscellaneous expense					7 00	
16	L. C. Smith & Corona Type., Inc.	3 00	Miscellaneous expense					3 00	
16	A. M. Nystrom	19 24	Travel and entertainment					19 24	
16	The Osage News	1 25	Advertising and printing					1 25	
16	Decorah Public Opinion	1 25	Advertising and printing					1 25	
16	The Howard County Times	5 25	Advertising and printing					5 25	
17	Thompson & Co.	4,000 00	Thompson & Co.	4,000 00					
18	Standard Shares Holding Co.	804 50	Standard Shares Holding Co.				804 50		
19	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
20	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
20	A. J. Schunk, Postmaster	28 06	Postage					28 06	
20	John W. Shaffer & Co.	101 00	Right-of-way			101 00			
21	Thompson & Co.	4,000 00	Thompson & Co.	4,000 00					
21	Selma Holmberg	50 00	Salaries and wages					50 00	
23	A. M. Nystrom	17 77	Travel and entertainment					17 77	
25	Oscar R. Thorson	19 95	Travel and entertainment					19 95	
28	John W. Shaffer & Co.	144 41	Approaches			144 41			
30	Thompson & Co.	2,000 00	Thompson & Co.	2,000 00					
30	Chicago Ave. Greenhouses	12 50	Miscellaneous expense					12 50	
30	Peoples State Bank of Lansing	29 11	Licenses, taxes and fees					29 11	
30	Secretary of State—Wisconsin	2 00	Licenses, taxes and fees					2 00	
30	A. M. Nystrom	29 11	Travel and entertainment					29 11	
31	Oscar R. Thorson	150 00	Salaries and wages					150 00	
31	Muriel Johnston	50 00	Salaries and wages					50 00	
31	Phoenix Leasehold, Inc.	84 00	Rent, light and heat					84 00	
31	Marquette National Bank	6 78	Licenses, taxes and fees					6 78	
Apr. 1	N. W. Bell Telephone Co.	53 05	Telephone and telegraph					53 05	
1	A. J. Schunk, Postmaster	50 15	Postage					50 15	
2	Selma Holmberg	3 00	Salaries and wages					3 00	
3	Thompson & Co.	400 00	Thompson & Co.	400 00					
3	John W. Shaffer & Co.	500 00	Approaches			500 00			
7	Standard Shares Holding Co.	1,000 00	Standard Shares Holding Co.				1,000 00		
7	John W. Shaffer & Co.	1,000 00	Approaches			1,000 00			
7	Corporation Trust Co.	50 00	Licenses, taxes and fees					50 00	
10	Vernon W. O'Connor	100 00	Right-of-way			100 00			
10	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
11	John W. Shaffer & Co.	500 00	Approaches			500 00			
13	Oscar R. Thorson	150 00	Salaries and wages					150 00	
14	Moen Photo Service	2 65	Advertising and printing					2 65	
14	Farnham Prtg. & Staty. Co.	10 64	Stationery and supplies					10 64	
14	Imperial Printing Co.	74 85	Stationery and supplies					74 85	
14	Bureau of Engraving, Inc.	17 29	Advertising and printing					17 29	
	(Forward)	\$260,071 74		\$136,406 93	\$ 92,039 28	\$ 8,252 67	\$ 7,624 81	\$ 7,860 74	\$ 7,887 31

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
(Brought forward)		\$260.071 74		\$136,406 93	\$ 92,039 28	\$ 8,252 67	\$ 7,624 81	\$ 7,860.74	\$ 7,887.31
1931									
Apr. 14	Eastman Kodak Stores, Inc.	1 68	Advertising and printing					1 68	
14	L. C. Smith & Corona Type., Inc.	3 00	Miscellaneous expense					3 00	
14	Norton & Peel	1 60	Advertising and printing					1 60	
14	Chippewa Springs Corp.	4 00	Miscellaneous expense					4 00	
14	Maynard Stohr Printing Co.	4 35	Advertising and printing					4 35	
14	Pitman Barnes Printing Co.	2 40	Advertising and printing					2 40	
14	The Osage News	1 25	Advertising and printing					1 25	
14	The Democrat	1 00	Advertising and printing					1 00	
14	Allamakee Journal	86 70	Advertising and printing					86 70	
14	Universal Circular Letter Co.	5 67	Advertising and printing					5 67	
14	Phoenix Leasehold, Inc.	2 62	Rent, light and heat					2 62	
14	Postal Telegraph & Cable Co.	1 73	Telephone and telegraph					1 73	
14	Fayette D. Kendrick	154 38	Thompson & Co.	154 38					
15	Muriel Johnston	50 00	Salaries and wages					50 00	
16	Thompson & Co.	2,000 00	Thompson & Co.	2,000 00					
18	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
18	Thomas E. Gander	34 50	Licenses, taxes and fees					34 50	
20	Thompson & Co.	3,774 72	Thompson & Co.	3,774 72					
20	H. A. Rogers Co.	3 60	Advertising and Printing					3 60	
21	Natchtenup Drug Store	8 70	Advertising and printing					8 70	
22	A. M. Nystrom	45 07	Travel and entertainment					45 07	
22	John W. Shaffer & Co.	2,006 69	Approaches			2,006 69			
22	Oscar R. Thorson	50 75	Travel and entertainment					50 75	
22	John W. Shaffer & Co.	264 00	Approaches			264 00			
22	John W. Shaffer & Co.	500 00	Approaches			500 00			
24	Thompson & Co.	400 15	Thompson & Co.	400 15					
25	Western Union Telegraph Co.	1 86	Telephone and telegraph					1 86	
27	A. J. Schunk, Postmaster	16 03	Postage					16 03	
30	Oscar R. Thorson	150 00	Salaries and wages					150 00	
30	Muriel Johnston	50 00	Salaries and wages					50 00	
30	M. White	27 95	Travel and entertainment					27 95	
30	Thompson & Co.	4,500 00	Thompson & Co.	4,500 00					
30	Phoenix Leasehold, Inc.	86 29	Rent, light and heat					86 29	
30	Marquette National Bank	3 95	Licenses, taxes and fees					3 95	

1931

Apr.	14	Eastman Kodak Stores, Inc.	1 68	Advertising and printing						1 68
	14	L. C. Smith & Corona Type., Inc.	3 00	Miscellaneous expense						3 00
	14	Norton & Peel	1 60	Advertising and printing						1 60
	14	Chippewa Springs Corp.	4 00	Miscellaneous expense						4 00
	14	Maynard Stohr Printing Co.	4 35	Advertising and printing						4 35
	14	Pitman Barnes Printing Co.	2 40	Advertising and printing						2 40
	14	The Osage News	1 25	Advertising and printing						1 25
	14	The Democrat	1 30	Advertising and printing						1 00
	14	Allamakee Journal	86 70	Advertising and printing						86 70
	14	Universal Circular Letter Co.	5 67	Advertising and printing						5 67
	14	Phoenix Leasehold, Inc.	2 62	Rent, light and heat						2 62
	14	Postal Telegraph & Cable Co.	1 73	Telephone and telegraph						1 73
	14	Fayette D. Kendrick	154 38	Thompson & Co.	154 38					
	15	Muriel Johnston	50 00	Salaries and wages						50 00
	16	Thompson & Co.	2,000 00	Thompson & Co.	2,000 00					
	18	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
	18	Thomas E. Gander	34 50	Licenses, taxes and fees						34 50
	20	Thompson & Co.	3,774 72	Thompson & Co.	3,774 72					
	20	H. A. Rogers Co.	3 60	Advertising and Printing						3 60
	21	Natchtenup Drug Store	8 70	Advertising and printing						8 70
	22	A. M. Nystrom	45 07	Travel and entertainment						45 07
	22	John W. Shaffer & Co.	2,006 69	Approaches		2,006 69				
	22	Oscar R. Thorson	50 75	Travel and entertainment						50 75
	22	John W. Shaffer & Co.	264 00	Approaches		264 00				
	22	John W. Shaffer & Co.	500 00	Approaches		500 00				
	24	Thompson & Co.	400 15	Thompson & Co.	400 15					
	25	Western Union Telegraph Co.	1 86	Telephone and telegraph						1 86
	27	A. J. Schunk, Postmaster	16 03	Postage						16 03
	30	Oscar R. Thorson	150 00	Salaries and wages						150 00
	30	Muriel Johnston	50 00	Salaries and wages						50 00
	30	M. White	27 95	Travel and entertainment						27 95
	30	Thompson & Co.	4,500 00	Thompson & Co.	4,500 00					
	30	Phoenix Leasehold, Inc.	86 29	Rent, light and heat						86 29
	30	Marquette National Bank	3 95	Licenses, taxes and fees						3 95
May	1	N. W. Bell Telephone Co.	49 60	Telephone and telegraph						49 60
	1	Chicago Journal of Commerce	3 75	Licenses, taxes and fees						3 75
	1	The Lind Studio	145 75	Advertising and printing						145 75
	1	The Jewell Record	25	Advertising and printing						25
	2	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
	2	E. D. Wilcox	15 84	Travel and entertainment						15 84
	4	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
	8	A. J. Schunk, Postmaster	7 00	Postage						7 00
	8	Collector of Internal Revenue	8 00	Postage						8 00
	8	John W. Shaffner & Co.	500 00(C)	Approaches		500 00				
	8	John W. Shaffer & Co.	500 00	Approaches		500 00				
	9	A. M. Nystrom	46 16	Travel and entertainment						46 16
	4	E. C. Stockland	50 00	Travel and entertainment						50 00
	12	John W. Shaffer & Co.	1,181 09	Approaches		1,181 09				
	12	John W. Shaffer & Co.	1,000 00	Grading contractor		1,000 00				
	12	Thompson & Co.	5,000 00	Thompson & Co.	5,000 00					
	13	E. D. Wilcox	10 83	Travel and entertainment						10 83
	15	Oscar R. Thorson	150 00	Salaries and wages						150 00
	15	Muriel Johnston	50 00	Salaries and wages						50 00
	15	Perry E. Crosier	4 00	Licenses, taxes and fees						4 00

(Forward)

\$286,538.65

\$155,736.18

\$ 93,039.28

\$ 13,204.45

\$ 7,624.81

\$ 9,046.92

\$ 7,887.31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
(Brought forward)		\$286,538.65		\$155,736.18	\$ 93,039.28	\$ 13,204.45	\$ 7,624.81	\$ 9,046.62	\$ 7,887.31
1931									
May	15 Imperial Printing Co.	129.50	Advertising and printing					129.50	
	15 Farnham Ptg. and Staty. Co.	1.40	Stationery and supplies					1.40	
	15 Bureau of Engraving	15.19	Advertising and printing					15.19	
	15 Fish Sign Service	100.00	Advertising and printing					100.00	
	15 E. J. Heigarel Co.	10.35	Advertising and printing					10.35	
	15 Chippewa Springs Corp.	4.00	Miscellaneous expense					4.00	
	15 The Corporation Trust Co.	56.07	Licenses, taxes and fees					56.07	
	15 N. W. Typewriter Exchange	7.00	Miscellaneous expense					7.00	
	15 Postal Telegraph & Cable Co.	7.46	Telephone and telegraph					7.46	
	15 Cobb, Howe, Bensen, Krause & Faeger	525.00	Licenses, taxes and fees					525.00	
	15 Universal Circular Letter Co.	47.16	Advertising and printing					47.16	
	15 Oscar R. Thorson	6.00	Travel and entertainment					6.00	
	16 L. C. Smith & Corona Type., Inc.	7.50	Miscellaneous expense					7.50	
	16 Norton & Peel	1.50	Advertisement and printing					1.50	
	16 Western Union Telegraph Co.	1.83	Telephone and telegraph					1.83	
	16 Corporation Trust Co.	50.00	Licenses, taxes and fees					50.00	
	16 J. W. Dempsey	300.00	Licenses, taxes and fees					300.00	
	18 Thompson & Co.	1,700.00	Thompson & Co.	1,700.00					
	18 A. M. Nystrom	61.91	Travel and entertainment					61.91	
	18 E. C. Stockland	58.30	Travel and entertainment					58.30	
	18 Thompson & Co.	1,400.00	Thompson & Co.	1,400.00					
	18 Thompson & Co.	200.00	Thompson & Co.	200.00					
	18 Thompson & Co.	500.00	Thompson & Co.	500.00					
	20 Thompson & Co.	1,000.00	Thompson & Co.	1,000.00					
	22 John W. Shaffer & Co.	1,321.56	Approaches			1,321.56			
	23 E. C. Stockland	64.85	Travel and entertainment					64.85	
	25 E. C. Stockland	50.00	Travel and entertainment					50.00	
	25 Oscar R. Thorson	15.45	Travel and entertainment					15.45	
	27 A. J. Schunk, Postmaster	16.03	Postage					16.03	
	28 Thompson & Co.	7,500.00	Thompson & Co.	7,500.00					
	28 Oscar R. Thorson	17.40	Travel and entertainment					17.40	
	28 E. C. Stockland	6.45	Travel and entertainment					6.45	
	29 Oscar R. Thorson	150.00	Salaries and wages					150.00	
	29 Muriel Johnston	50.00	Salaries and wages					50.00	
	29 Phoenix Leasehold, Inc.	84.00	Rent, light and heat					84.00	
	29 N. W. Bell Telephone Co.	59.35	Telephone and telegraph					59.35	
	29 Thompson & Co.	677.53	Thompson & Co.	677.53					
	29 Thompson & Co.	1,300.00	Thompson & Co.	1,300.00					
	29 Thompson & Co.	200.00	Thompson & Co.	200.00					
	29 Marquette National Bank	5.17	Licenses, taxes and fees					5.17	
June	1 E. C. Stockland	50.00	Travel and entertainment					50.00	
	5 J. H. Harmon	100.00	Thompson & Co.	100.00					
	5 J. H. Harmon	50.00	Thompson & Co.	50.00					
	5 E. D. Burgin	100.00	Thompson & Co.	100.00					
	5 E. D. Burgin	50.00	Thompson & Co.	50.00					
	5 John W. Shaffer & Co.	2,676.75(C)	Approaches			2,676.75			
	8 A. J. Schunk, Postmaster	21.31	Postage					21.31	
	10 E. C. Stockland	14.80	Travel and entertainment					14.80	
(Forward)		\$307,311.47		\$170,513.71	\$ 93,039.28	\$ 17,202.76	\$ 7,624.81	\$ 11,043.60	\$ 7,887.31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$307,311.47		\$170,513.71	\$ 93,039.28	\$ 17,202.76	\$ 7,624.81	\$ 11,043.60	\$ 7,887.31
June 10	E. C. Stockland	104.11	(Travel and entertainment (Telephone and telegraph					98.95	
11	Oscar R. Thorson	33.00	Travel and entertainment					5.16	
13	Oscar R. Thorson	25.00	Travel and entertainment					33.00	
13	E. W. Williams	221.08	Advertising and printing					25.00	
13	E. W. Williams	19.50	Advertising and printing					221.08	
15	Oscar R. Thorson	150.00	Salaries and wages					19.50	
15	Muriel Johnston	50.00	Salaries and wages					150.00	
15	Muriel Johnston	50.00	Salaries and wages					50.00	
15	E. C. Stockland	50.00	Travel and entertainment					50.00	
14	Nan Kronberg	4.00	Salaries and wages					50.00	
17	Cramer & Hogg	1,000.00	Grading contractor		1,000.00			4.00	
17	Cramer & Hogg	1,005.70(C)	Grading contractor		1,005.70				
19	E. C. Stockland	109.15	Travel and entertainment					109.15	
19	John W. Shaffer & Co.	2,000.00	Approaches			2,000.00			
19	Iowa Plume Boat Works	300.00	Advertising and printing					300.00	
6	General Printing Co.	80.84	Advertising and printing					80.84	
20	R. R. Raggensack	15	Licenses, taxes and fees					15	
20	Secretary of State—Wisconsin	7.00	Licenses, taxes and fees					7.00	
20	Thompson & Co.	340.00	Thompson & Co.	340.00					
20	John W. Shaffer & Co.	467.31	Approaches			467.31			
20	E. Julsin	100.00	Right-of-way			100.00			
20	Postmaster	20.06	Postage					20.06	
20	Thearle-Duffield Fireworks Co.	1,120.00	Advertising and printing					1,120.00	
20	Barnes-Carruthers Co.	1,150.00	Advertising and printing					1,150.00	
20	Chief Silver-Tongue	125.00	Advertising and printing					125.00	
22	Interstate Power Co.	5.00	Rent, light and heat					5.00	
22	Moretz Kerndt	100.00	Organization expense			100.00			
22	Mendenhall	52.87	Advertising and printing					52.87	
22	Julius Boeckle	13.00	Licenses, taxes and fees					13.00	
22	H. C. Fiedler	87.55	Salaries and wages					87.55	
23	E. W. Williams	1,503.83	(Rent, light and heat					59.00	
23	E. W. Williams		(Telephone and telegraph					40.78	
23	E. W. Williams		(Advertising and printing					669.28	
23	E. W. Williams		(Postage					7.48	
23	E. W. Williams		(Salaries and wages					619.50	
24	John W. Shaffer & Co.	119.29	(Travel and entertainment					107.79	
24	John H. Thompson	308.60	Advertising and printing					119.29	
24	T. A. Kerndt	6.00	Advertising and printing					308.60	
24	N. W. Bell Telephone Co.	6.25	Telephone and telegraph					6.00	
26	Thompson & Co.	600.00	Thompson & Co.	600.00				6.25	
26	Thompson & Co.	600.00	Thompson & Co.	600.00					
26	Oscar R. Thorson	44.10	Travel and entertainment					44.10	
26	Thompson & Co.	262.39	Thompson & Co.	262.39					
26	Thompson & Co.	2,400.00	Thompson & Co.	2,400.00					
26	Mrs. Amelia Buege	2.25	Salaries and wages					2.25	
26	W. C. Steiber	22.40	Salaries and wages					22.40	
	(Forward)	\$21,936.90		\$174,676.19	\$ 95,044.98	\$ 19,870.07	\$ 7,624.81	\$ 16,833.63	\$ 7,887.31

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$321,936 90		\$174,676 10	\$ 95,044 95	\$ 19,870 07	\$ 7,624 81	\$ 16,833 63	\$ 7,887 31
June 27	Clemon Peters	20 80	Salaries and wages					20 80	
30	Cash	25 00	Advertising and printing					25 00	
30	W. G. Cavanaugh, Jr.	75	Miscellaneous expense					75	
30	Oscar R. Thorson	150 00	Salaries and wages					150 00	
30	Oscar R. Thorson	15 80	Bridge income, toll refund					15 80	
30	Iowa State Highway Comm.	5 00	Advertising and printing					5 00	
30	N. W. Bell Telephone Co.	96 20	Telephone and telegraph					96 20	
30	Standard Oil Co.	10 00	Travel and entertainment					10 00	
30	Marquette National Bank	3 14	Licenses, taxes and fees					3 14	
July 1	Model Clothing Store	4 00	Stationery and supplies					4 00	
1	Western Union Telegraph Co.	1 73	Telephone and telegraph					1 73	
1	Jas. Gosuhn	26 00	Salaries and wages					26 00	
2	T. A. Bechtel	2 96	Miscellaneous expense					2 96	
2	C. M. & St. Paul & Pacific Ry.	88	Miscellaneous expense					88	
2	John W. Shaffer & Co.	1,000 00	Engineering contractor		1,000 00				
2	A. W. O'Connor	17 16	Travel and entertainment					17 16	
2	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00					
3	Postmaster	5 00	Postage					5 00	
3	N. W. Bell Telephone Co.	26 85	Telephone and telegraph					26 85	
3	Wisconsin Highway Comm.	8 00	Licenses, taxes and fees					8 00	
3	Earl Wheeler	100 00	Advertising and printing					100 00	
7	John Burke	35 00	Salaries and wages					35 00	
7	James Mooney	35 00	Salaries and wages					35 00	
7	Geo. Gonyier	35 00	Salaries and wages					35 00	
7	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
7	John W. Shaffer & Co.	902 80	Approaches			902 80			
9	Postmaster	10 00	Postage					10 00	
9	L. A. Ranney	60	Miscellaneous expense					60	
10	Dividend checks	4,556 24	Dividends						4,556 24
9	John W. Shaffer & Co.	433 79	Approaches			433 79			
10	May Burke	8 00	Salaries and wages					8 00	
10	Julius Boeckle	21 97	Advertising and printing					21 97	
10	L. A. Barthell	9 00	Advertising and printing					9 00	
11	Greenley's Electric Co.	61 86	(Rent, light and heat Lighting)			58 50		3 36	
11	Allamakee Journal	43 05	Advertising and printing					43 05	
11	Black Hawk Baseball Club	11 00	Advertising and printing					11 00	
11	LaCrosse Tribune Co.	75	Advertising and printing					75	
10	Petersen Wilcox Elect. Co.	26 80	Advertising and printing					26 80	
10	Ben Bear Co.	4 00	Advertising and printing					4 00	
11	General Printing Co.	40 75	Advertising and printing					40 75	
11	Dr. A. R. Frederickson	9 00	Advertising and printing					9 00	
11	W. K. B. H.	34 00	Advertising and printing					34 00	
11	Waterloo Broadcasting Co.	28 00	Advertising and printing					28 00	
11	The Lind Studio	113 25	Advertising and printing					113 25	
11	Beckowitz Envelope Co.	16 80	Advertising and printing					16 80	
11	Maynard Stohr Printing Co.	6 10	Advertising and printing					6 10	
11	Amunson Pub. Co.	6 50	Advertising and printing					6 50	
11	Twin City Stamp & Stencil Co.	50 00	Advertising and printing					50 00	
11	Hawkeye Plate & Matrix Co.	1 28	Advertising and printing					1 28	
11	Universal Circular Letter Co.	9 14	Advertising and printing					9 14	
	(Forward)	\$332,465 85		\$177,176 10	\$ 96,044 98	\$ 21,265 16	\$ 7,624 81	\$ 17,911 25	\$12,443 55

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$332,465.85		\$177,176.10	\$ 96,044.98	\$ 21,235.16	\$ 7,624.81	\$ 17,911.25	\$12,443.55
July 11	Imperial Printing Co	9.40	Advertising and printing					9.40	
11	Frank Plagge	16.20	Advertising and printing					16.20	
11	Bureau of Engraving	98.96	Advertising and printing					98.96	
11	Farnham Prtg. and Staty. Co.	8.80	Stationery and supplies					8.80	
11	Peoples State Bank	200.00	Thompson & Co.	200.00					
11	Des Moines Rubber Stamp Works	5.75	Stationery and supplies					5.75	
11	Schafer Bros.	7.00	Stationery and supplies					7.00	
11	M. L. Rothschild & Co.	85.35	Stationery and supplies					85.35	
11	Henry Martinson	3.50	Miscellaneous expense					3.50	
11	Hoff Rubber Stamp Works	1.60	Stationery and supplies					1.60	
11	Phoenix Leasehold, Inc.	1.97	Rent, light and heat					1.97	
11	The Bi County Argus	1.50	Licenses, taxes and fees					1.50	
11	Mid Way Hardware Co.	6.17	Stationery and supplies					6.17	
11	Lyle Signs Co.	4.00	Approaches			4.00			
11	Gilbertson-Schafer & Co.	6.90	Miscellaneous expense					6.90	
11	Burroughs Adding Machine Co.	6.15	Miscellaneous expense					6.15	
11	Chippewa Springs Corp.	7.00	Miscellaneous expense					7.00	
11	Postal Telegraph & Cable Co.	3.48	Telephone and telegraph					3.48	
11	Western Union Telegraph Co.	21.75	Telephone and telegraph					21.75	
11	Mrs. Amelia Buege	3.25	Salaries and wages					3.25	
11	Chris Peterson	27.29	(Thompson & Co. (T.H.B.)	1.50					
			(Travel and entertainment					25.79	
13	Interstate Power Co.	.66	Rent, light and heat					.66	
13	Phoenix Leasehold, Inc.	1.49	Rent, light and heat					1.49	
14	Thompson & Co.	6,992.96	Thompson & Co.	6,992.96					
17	A. D. Smith	1.50	Dividend						1.50
15	John Burke	37.50	Salaries and wages					37.50	
15	Geo. Gonyier	37.50	Salaries and wages					37.50	
15	N. C. Steiber	18.75	Salaries and wages					18.75	
15	Oscar R. Thorson	150.00	Salaries and wages					150.00	
17	Oscar R. Thorson	13.85	(Telephone and telegraph					4.00	
			(Advertising and printing					3.70	
17	W. Ulute	9.38	(Travel and entertainment					6.15	
			(Advertising and printing					2.30	
			(Postage					3.28	
			(Miscellaneous expense					3.80	
1	John W. Shaffer & Co.	1,174.14	Approaches			1,174.14			
17	Joe Teff	8.80	Lighting			8.80			
17	John W. Shaffer & Co.	1,473.06	Lighting			1,473.06			
18	Thompson & Co.	1,000.00	Thompson & Co.	1,000.00					
21	Standard Oil Co.	10.00	Travel and entertainment						
22	The Ford Co.	62.50)						10.00	
22	Wm. Weis	20.00)							
22	Arthur Olloff	17.50)							
22	Joe Diamond	14.00)							
22	Dan Spoor	15.75)							
22	Bill Gee	17.50)							
22	Ed. Ogen	62.50)	Approaches			285.50			
22	Arthur Lang	17.50)							
22	Bud Caver	7.00)							
22	Wm. Nelson	25.00)							
22	L. A. Ranney	6.25)							
22	James Cole	20.00)							

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$344,206.96		\$185,370.56	\$ 96,044.98	\$ 24,210.66	\$ 7,624.81	\$ 18,510.90	\$12,445.05
1931									
July 23	Thompson & Co. /	2,500.00	Thompson & Co.	2,500.00					
25	John Cassidy	1.35	Miscellaneous expense					1.35	
25	Wm. Nelson	30.00)							
25	The Ford Co.	58.75)							
25	Wm. Weis	24.00)							
25	Arthur Olhoff	21.00)							
25	Joe Damond	21.00)							
25	Dan Spoor	21.00)							
25	Bill Gee	21.00)							
25	Ed Ogen	75.00)							
25	Bud Caver	21.00)	Approaches			462.67			
25	James Cole	24.00)							
25	Hugh Conway	14.00)							
25	Frank Farmer	8.75)							
25	George Billings	8.75)							
25	Harold Cole	7.00)							
25	Fred Phillips	8.75)							
25	Connie Phillips	7.00)							
25	Rudolph Dreyer	5.25)							
25	Howard Billings	8.75)							
25	Arthur Lang	21.00)							
25	L. A. Ranney	31.67)							
25	Guy Calhoun	12.50)							
25	Stacy Selbaugh	12.50)							
25	Postmaster	1.24	Miscellaneous expense					1.24	
25	Mrs. Amelia Buege	3.00	Salaries and wages					3.00	
25	Orvin J. Bartlett	30.00	Miscellaneous expense					30.00	
30	Thompson & Co.	1,500.00	Thompson & Co.	1,500.00					
30	Thompson & Co.	3,500.00	Thompson & Co.	3,500.00					
30	Aschour Bros.	16.48	Approaches			16.48			
31	T. A. Bechtel	.65	Miscellaneous expense					.65	
31	Western Union Telegraph Co.	.69	Telephone and telegraph					.69	
31	Postmaster	15.03	Postage					15.03	
31	Oscar R. Thorson	150.00	Salaries and wages					150.00	
31	Stacy Selbaugh	3.75)							
31	Elmer Williams	10.50)							
31	The Ford Co.	62.50)							
31	Wm. Weis	26.00)							

25	Wm. Weis	24 00)							
25	Arthur Olloff	21 00)							
25	Joe Diamond	21 00)							
25	Dan Spoor	21 00)							
25	Bill Gee	21 00)							
25	Ed Ogen	75 00)							
25	Bud Caver	21 00)	Approaches			462 67			
25	James Cole	24 00)							
25	Hugh Conway	14 00)							
25	Frank Parmer	8 75)							
25	George Billings	8 75)							
25	Harold Cole	7 00)							
25	Fred Phillips	8 75)							
25	Connie Phillips	7 00)							
25	Rudolph Dreyer	5 25)							
25	Howard Billings	8 75)							
25	Arthur Lang	21 00)							
25	L. A. Ranney	31 67)							
25	Guy Cailhoun	12 50)							
25	Stacy Selbaugh	12 50)							
25	Postmaster	1 24	Miscellaneous expense					1 24	
25	Mrs. Amelia Buege	3 00	Salaries and wages					3 00	
25	Orvin J. Bartlett	30 00	Miscellaneous expense					30 00	
30	Thompson & Co.	1,500 00	Thompson & Co.	1,500 00					
30	Thompson & Co.	3,500 00	Thompson & Co.	3,500 00					
30	Aschour Bros.	16 48	Approaches			16 48			
31	T. A. Bechtel	65	Miscellaneous expense					65	
31	Western Union Telegraph Co.	69	Telephone and telegraph					69	
31	Postmaster	15 03	Postage					15 03	
31	Oscar R. Thorson	150 00	Salaries and wages					150 00	
31	Stacy Selbaugh	3 75)							
31	Elmer Williams	10 50)							
31	The Ford Co.	62 50)							
31	Wm. Weis	26 00)							
31	Arthur Olloff	17 50)							
31	Joe Diamond	17 50)							
31	Bill Gee	17 50)							
31	Dan Spoor	17 50)							
31	Ed. Ogen	62 50)							
31	Ad. Long	21 00)	Approaches			409 75			
31	Bud Cavers	17 50)							
31	Wm. Nelson	35 00)							
31	James Cole	24 00)							
31	Harold Cole	17 50)							
31	Geo. Billings	10 50)							
31	Howard Billings	7 00)							
31	Frank Parmer	10 50)							
31	Connie Williams	7 00)							
31	Rudolph Dreyer	7 00)							
31	Hugh Conway	7 00)							
31	Fred Phillips	10 50)							
31	James Mooney	42 50	Salaries and wages					42 50	
31	Geo. Gonyier	37 50	Salaries and wages					37 50	
(Forward)		\$352,877 82		\$192,870 56	\$ 96,044 98	\$ 25,099 56	\$ 7,624 81	\$ 18,792 86	\$12,445 05

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$352,877.82		\$192,870.56	\$ 96,044.98	\$ 25,099.56	\$ 7,624.81	\$ 18,792.86	\$12,445.05
1931									
July	31 John Burke	37.50	Salaries and wages						
	31 Bradshaw, Schenk & Fowler	1,151.58	Licenses, taxes and fees	24.00				37.50	
	31 Geo. E. Billings	25.90	Approaches			25.90		1,127.58	
	31 Mrs. R. Bakewell	30.50	Travel and entertainment						
	31 Marquette National Bank	.17	Licenses, taxes and fees					30.50	
Aug	3 Geo. Volkert	6.75	Miscellaneous expense					.17	
	3 N. W. Bell Telephone Co.	67.50	Telephone and telegraph					6.75	
	4 Thompson & Co.	1,000.00	Thompson & Co.	1,000.00				67.50	
	August 6, 1931 — Subtotal	\$355,197.72		\$193,894.56	\$ 96,044.98	\$ 25,125.46	\$ 7,624.81	\$ 20,062.86	\$12,445.05
	7 Waterloo Laundry Co.	\$ 1.30	Miscellaneous expense					1.30	
	7 Phoenix Leasehold, Inc.	84.00	Rent, light and heat						
	7 J. A. Thompson	2,503.91	Thompson & Co.	\$ 2,503.91				84.00	
	7 John W. Shaffer & Co.	765.45	Approaches			\$ 765.45			
	7 J. A. Thompson	1,000.00	Thompson & Co.	1,000.00					
	8 Thompson & Co.	2,000.00	Thompson & Co.	2,000.00					
	9 John Donnellan	5.63)							
	8 Ed. Ogen	20.00)							
	8 Wm. Nelson	30.75)							
	8 James Cole	24.00)							
	8 Wm. Weis	24.00)							
	8 Harold Cole	6.65)							
	8 Ad. Long	10.50)							
	8 Arthur Olloff	3.15)	Approaches			174.09			
	8 Bili Gee	3.15)							
	8 Hugh Conway	3.50)							
	8 The Ford Co.	13.13)							
	8 Connie Williams	7.00)							
	8 Rudolph Dreyer	7.00)							
	8 W. Christianson	10.00)							
	8 E. T. Stabler	5.63)							
	8 Mrs. Amelia Buege	3.00	Salaries and wages					3.00	
	8 W. C. Steiber	7.50	Salaries and wages					7.50	
	11 Interstate Power Co.	26.52	Rent, light and heat					26.52	
	13 Oscar R. Thorson	20.50	Travel and entertainment					20.50	
	14 Thompson & Co.	2,000.00	Thompson & Co.	2,000.00					
	14 Postmaster	5.00	Postage						
	15 Oscar R. Thorson	200.00	Salary and wages					5.00	
	15 James Mooney	37.50	Salary and wages					200.00	
	15 John Burke	37.50	Salary and wages					37.50	
	15 Geo. Gonyier	37.50	Salary and wages					37.50	
	15 Mrs. Amelia Buege	1.50	Salary and wages					37.50	
	15 Wm. Nelson	30.00)						1.50	
		24.00)							

August 6, 1931 -- Subtotal		\$355,197.72		\$193,894.56	\$ 96,044.98	\$ 25,125.46	\$ 7,624.81	\$ 20,062.86	\$12,445.05
7	Waterloo Laundry Co.	\$ 1.30	Miscellaneous expense					1.30	
7	Phoenix Leasehold, Inc.	84.00	Rent, light and heat					84.00	
7	J. A. Thompson	2,503.91	Thompson & Co.	\$ 2,503.91					
7	John W. Shaffer & Co.	765.45	Approaches			\$ 765.45			
7	J. A. Thompson	1,000.00	Thompson & Co.	1,000.00					
8	Thompson & Co.	2,000.00	Thompson & Co.	2,000.00					
9	John Donnellan	5.63)							
8	Ed. Ogen	20.00)							
8	Wm. Nelson	30.75)							
8	James Cole	24.00)							
8	Wm. Weis	24.00)							
8	Harold Cole	6.65)							
8	Ad. Long	10.50)							
8	Arthur Olloff	3.15)	Approaches			174.00			
8	Bill Gee	3.15)							
8	Hugh Conway	3.50)							
8	The Ford Co.	13.13)							
8	Connie Williams	7.00)							
8	Rudolph Dreyer	7.00)							
8	W. Christianson	10.00)							
8	E. T. Stabler	5.63)							
8	Mrs. Amelia Buege	3.00	Salaries and wages					3.00	
8	W. C. Steiber	7.50	Salaries and wages					7.50	
11	Interstate Power Co.	26.52	Rent, light and heat					26.52	
13	Oscar R. Thorson	20.50	Travel and entertainment					20.50	
14	Thompson & Co.	2,000.00	Thompson & Co.	2,000.00					
14	Postmaster	5.00	Postage					5.00	
15	Oscar R. Thorson	200.00	Salary and wages					200.00	
15	James Mooney	37.50	Salary and wages					37.50	
15	John Burke	37.50	Salary and wages					37.50	
15	Geo. Gonyier	37.50	Salary and wages					37.50	
15	Mrs. Amelia Buege	1.50	Salary and wages					1.50	
15	Wm. Nelson	30.00)							
15	James Cole	24.00)							
15	Wm. Weis	24.00)	Approaches			104.60			
15	Harold Cole	3.50)							
15	Connie Williams	2.80)							
15	Rudolph Dreyer	2.80)							
15	Ad. Long	17.50)							
17	Oscar R. Thorson	300.00	Travel and entertainment					300.00	
19	Thompson & Co.	500.00	Thompson & Co.	500.00					
20	Greenley's Electric Shop	13.71	Lighting			13.71			
20	Julius Reith Estate	64.58	Approaches			64.58			
20	Jacobson Furniture Exchange	44.95	Furniture and fixtures					44.95	
20	Allamakee Journal	139.35	Advertising and printing					139.35	
		\$365,270.18		\$201,898.47	\$ 96,044.98	\$ 26,247.89	\$ 7,624.81	\$ 21,008.98	\$12,445.05

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$365,270.18		\$201,898.47	\$ 96,044.98	\$ 26,247.89	\$ 7,624.81	\$ 21,008.98	\$12,445.05
Aug. 20	P. E. Rethwisch	62.90	(Toll House			32.40			
			(Advertising and printing					30.50	
20	H. A. Rogers	5.30	Advertising and printing					5.30	
20	The Journal Co.	.65	Advertising and printing					.65	
20	The Milwaukee Journal	4.00	Advertising and printing					4.00	
20	Maynard Stohr Printing Co.	31.40	Stationery and supplies					31.40	
20	The LaCrosse Tribune Co.	2.55	Advertising and printing					2.55	
20	Farnham Printing Co.	1.10	Stationery and supplies					1.10	
20	Postal Telegraph Co.	1.23	Telephone and telegraph					1.23	
20	Waukon Greenhouses	5.00	Miscellaneous expense					5.00	
20	W. C. Martinson	43.74	(Rent, light and heat					40.00	
			(Miscellaneous expense					3.74	
21	Collector Internal Revenue	31.50	License, taxes and fees					31.50	
20	Secretary of State	1.00	License, taxes and fees					1.00	
21	Leo Hurm	46.50)							
21	Wm. Nelson	30.00)							
21	James Cole	24.00)	Approaches			145.50			
22	Wm. Weis	24.00)							
22	Ad. Long	21.00)							
24	C. M. St. Paul & P. Ry. Co.	.61	Miscellaneous expense					.61	
24	Postmaster	60.18	Postage					60.18	
25	Mrs. Victor Bradburn	2.50	Salaries and wages					2.50	
28	F. Michelsen	22.00	Approaches			22.00			
27	Postmaster	30.09	Postage					30.09	
22	Mrs. Amelia Buege	1.50	Salaries and wages					1.50	
28	Wm. Nelson	29.50)							
28	James Cole	25.00)	Approaches			98.13			
28	Wm. Weis	23.40)							
28	Ad. Long	20.48)							
29	Mrs. Amelia Buege	1.50	Salaries and wages					1.50	
29	Oscar R. Thorson	58.40	Travel and entertainment					58.40	
29	Tillman Michelsen	35.00	Approaches			35.00			
31	Oscar R. Thorson	200.00	Salaries and wages					200.00	
31	Jas. Mooney	37.50	Salaries and wages					37.50	
31	John Burke	37.50	Salaries and wages					37.50	
31	Geo. Gonyier	37.50	Salaries and wages					37.50	
31	Vance Thompson	200.00	Vance Thompson					200.00	
31	Howard Billings	50	Approaches			50			

20	The Journal Co.	.65	Advertising and printing			.65
20	The Milwaukee Journal	4 00	Advertising and printing			4 00
20	Maynard Stohr Printing Co.	31 40	Stationery and supplies			31 40
20	The LaCrosse Tribune Co.	2 55	Advertising and printing			2 55
20	Farnham Printing Co.	1 10	Stationery and supplies			1 10
20	Postal Telegraph Co.	1 23	Telephone and telegraph			1 23
20	Waukon Greenhouses	5 00	Miscellaneous expense			5 00
20	W. C. Martinson	43 74	(Rent, light and heat			40 00
			(Miscellaneous expense			3 74
21	Collector Internal Revenue	31 50	License, taxes and fees			31 50
20	Secretary of State	1 00	License, taxes and fees			1 00
21	Leo Hurm	46 50)				
21	Wm. Nelson	30 00)				
21	James Cole	24 00)	Approaches	145 50		
22	Wm. Weis	24 00)				
22	Ad. Long	21 00)				
24	C. M. St. Paul & P. Ry. Co.	61	Miscellaneous expense			61
24	Postmaster	60 18	Postage			60 18
25	Mrs. Victor Bradburn	2 50	Salaries and wages			2 50
28	F. Michelsen	22 00	Approaches	22 00		
27	Postmaster	30 00	Postage			30 00
22	Mrs. Amelia Buege	1 50	Salaries and wages			1 50
28	Wm. Nelson	29 50)				
28	James Cole	25 00)	Approaches	98 13		
28	Wm. Weis	23 40)				
28	Ad. Long	20 48)				
29	Mrs. Amelia Buege	1 50	Salaries and wages			1 50
29	Oscar R. Thorson	58 40	Travel and entertainment			58 40
29	Tillman Michelsen	35 00	Approaches	35 00		
31	Oscar R. Thorson	200 00	Salaries and wages			200 00
31	Jas. Mooney	37 50	Salaries and wages			37 50
31	John Burke	37 50	Salaries and wages			37 50
31	Geo. Gonyier	37 50	Salaries and wages			37 50
31	Vance Thompson	200 00	Vance Thompson			200 00
31	Howard Billings	50	Approaches	50		
Sept. 2	Cash	1 22	Telephone and telegraph			1 22
2	John W. Shaffer & Co.	12 25	Telephone and telegraph			12 25
4	N. W. Bell Telephone Co.	20 65	Telephone and Telegraph			20 65
4	Postmaster	20 06	Postage			20 06
5	Oscar R. Thorson	400 00	Salaries and wages			400 00
5	Tillman Michelsen	111 00	Approaches	111 00		
5	Wm. Nelson	30 00)				
5	Jas. Cole	20 00)	Approaches	87 50		
5	Wm. Weis	20 00)				
5	Ad. Long	17 50)				
5	Thompson & Co.	1,000 00	Thompson & Co.	1,000 00		
5	Lerore Spinner	15 00	Salaries and Wages			15 00
8	J. F. Bechtel	7 80	Approaches	7 80		
9	Oscar R. Thorson	2 50	Furniture and fixtures			2 50
10	Mary Burke	5 50	Salaries and wages			5 50
10	Thompson & Co.	5,000 00	Thompson & Co.	5,000 00		
11	F. C. Fish Sign Co.	150 00	Advertising and printing			150 00
12	Wm. Nelson	25 00	Approaches	25 00		

(Forward)

\$373,287 44

\$207,898 47

\$ 96,044 98

\$ 26,812 72

\$ 7,624 81

\$ 22,461 41

\$12,445 05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construction Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stockholders
1931	(Brought forward)	\$373,287.44		\$207,898.47	\$ 96,044.98	\$ 26,812.72	\$ 7,624.81	\$ 22,461.41	\$12,445.03
Sept. 12	Week & Milne	229 90	Advertising and printing					229.90	
12	Interstate Power Co.	45 00	Rent, light and heat					45.00	
12	Mrs. Amelia Buege	3 00	Salaries and wages					3.00	
14	W. K. B. H.	15 00	Advertising and printing					15.00	
15	National Cash Register Co.	513 00	Furniture and fixtures					513.00	
15	S. M. Johnson	10 00	Furniture and fixtures					10.00	
15	Oscar R. Thorson	200 00	Salaries and wages					200.00	
15	Jas. Mooney	37 50	Salaries and wages					37.50	
15	John Burke	37 50	Salaries and wages					37.50	
15	Geo. Gonyier	37 50	Salaries and wages					37.50	
18	Edw. Beusch	4 50	Approaches					37.50	
19	Wm. Nelson	29 50)				4.50			
19	Wm. Weis	15 60)							
19	Ad. Long	13 65)	Approaches						
19	Jas. Cole	15 60)	Substructure			5.00			
19	Bud Nelson	1 75)				88.60			
19	Ray Hartman	17 50)							
19	John Bechtel	90	Approaches			.90			
19	Oscar R. Thorson	55 00	Travel and entertainment						
21	John H. Thompson	75 00	Salaries and wages					55.00	
16	Thompson & Co.	400 00	Thompson & Co.	400 00				75.00	
22	J. H. Thompson	18 25	Licenses, taxes and fees (Trans. to Ins.)						
23	Vance Thompson	15 00	Vance Thompson					18.25	
23	McKenzie & Kileen Co.	978 80	Approaches					15.00	
23	Bernard S. Wertz	40 00	Vance Thompson			978.80			
23	W. White	15 00	Vance Thompson					40.00	
23	Oscar R. Thorson	11 95	(Vance Thompson					15.00	
			(Miscellaneous expense					10.00	
			(Traveling expense					.75	
25	Postmaster	1 00	Postage					1.20	
26	Wm. Nelson	28 50)						1.00	
26	Wm. Weis	21 40)							
26	Ad. Long	18 73)							
26	James Cole	22 80)	Substructure contractor						
26	Ray Hartman	3 50)				140.78			
26	Bud Nelson	37 10)							
26	Bill Gee	8 75)							
26	Ford Garage	3 75)							
26	John Bechtel	2 40)	Approaches						
26	Chris Ronfelt	5 60)				11.75			
29	Fred Schafer	15 00	Advertising and printing						
30	Thompson & Co.	400 00	Thompson & Co.	400 00				15.00	
30	Oscar R. Thorson	200 00	Salaries and wages						
30	Jas. Mooney	37 50	Salaries and wages					200.00	
30	John Burke	37 50	Salaries and wages					37.50	
30	Geo. Gonyier	37 50	Salaries and wages					37.50	
30	Vance Thompson	70 00	Salaries and wages					37.50	
30	C. M. & St. P. & P. Ry.	1 47	Miscellaneous expense						
30	Western Union Telegraph Co	91	Telephone and telegraph						
30	Peoples State Bank	29 11	Licenses, taxes and fees						
30	N. C. Martinson	40 00	Rent, light and heat						
30	County Recorder	1 00	Licenses, taxes and fees						
30	Postmaster	1 00	Miscellaneous expense						

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$377,148.36		\$208,698.47	\$ 96,644.98	\$ 28,043.05	\$ 7,624.81	\$ 24,292.00	\$12,445.05
1931									
Sept. 30	Lenore Spinner	1.15	Salaries and wages					1.15	
Oct. 3	Wm. Nelson	30.00)							
3	Wm. Weis	24.00)							
3	Ad. Long	21.00)	Approaches			116.40			
3	James Cole	20.40)							
3	Bill Gee	21.00)							
3	Mrs. Amelia Buege	4.50	Salaries and wages					4.50	
4	N. W. Bell Telephone Co.	21.60	Telephone and telegraph					21.60	
4	Interstate Power Co.	45.00	Rent, light and heat					45.00	
4	Oscar R. Thorson	48.84	Travel and entertainment					48.84	
2	John Bechtel	35.00	Toll House			35.00			
7	G. W. Fidler	25.00	Miscellaneous expense					25.00	
6	Iowa Des Moines Nat'l. Bank	10,000.00	(Steel (belongs in Superstructure-Extras)			3,306.00			
			(Piling (belongs in Superstructure-Extras)			3,378.05			
			(Approaches (belongs in Superstructure-Extras)			1,220.00			
			(Substructure (belongs in Superstructure-Extras)			2,095.95			
8	Phoenix Finance System, Inc.	2.00	Postage					2.00	
9	County Recorder	6.25	Licenses, taxes and fees					6.25	
9	Leo Hurm	35.10)							
12	Wm. Nelson	30.00)							
12	Wm. Gee	21.00)	Approaches			107.10			
12	Ad. Long	21.00)							
12	James Cole	20.00	Toll House			20.00			
12	Wm. Weis	16.20	Approaches			16.20			
15	Oscar Thorson	200.00	Salaries and wages					200.00	
15	Vance Thompson	70.00	Salaries and wages					70.00	
15	James Mooney	37.50	Salaries and wages					37.50	
15	John Burke	37.50	Salaries and wages					37.50	
15	George Gonyier	37.50	Salaries and wages					37.50	
15	Mrs. Amelia Buege	3.00	Salaries and wages					3.00	
16	Greenlay's Electric Shop	22.53	(Toll House			13.73			
			(Lighting			8.40			

3	Mrs. Amelia Buege	4 50	Salaries and wages					4 50	
4	N. W. Bell Telephone Co.	21 60	Telephone and telegraph					21 60	
4	Interstate Power Co.	45 00	Rent, light and heat					45 00	
4	Oscar R. Thorson	48 84	Travel and entertainment					48 84	
3	John Bechtel	35 00	Toll House		35 00				
7	G. W. Fidler	25 00	Miscellaneous expense					25 00	
6	Iowa Des Moines Nat'l. Bank	10,000 00	(Steel (belongs in Superstructure-Extras)		3,306 00				
			(Piling (belongs in Superstructure-Extras)		3,778 05				
			(Approaches (belongs in Superstructure-Extras)		1,220 00				
			(Substructure (belongs in Superstructure-Extras)		2,095 95				
8	Phoenix Finance System, Inc.	2 00	Postage					2 00	
9	County Recorder	6 25	Licenses, taxes and fees					6 25	
9	Leo Hurm	35 10)							
12	Wm. Nelson	30 00)							
12	Wm. Gee	21 00)	Approaches		107 10				
12	Ad. Long	21 00)							
12	James Cole	20 00	Toll House		20 00				
12	Wm. Weis	16 20	Approaches		16 20				
15	Oscar Thorson	200 00	Salaries and wages					200 00	
15	Vance Thompson	70 00	Salaries and wages					70 00	
15	James Mooney	37 50	Salaries and wages					37 50	
15	John Burke	37 50	Salaries and wages					37 50	
15	George Gonyier	37 50	Salaries and wages					37 50	
15	Mrs. Amelia Buege	3 00	Salaries and wages					3 00	
16	Greenlay's Electric Shop	22 53	(Toll House		13 73				
			(Lighting		8 40				
			(Rent, light and heat					.40	
16	The Lind Studio	15 50	Advertising and printing					15 50	
16	LaCrosse Sign & Adv. Co.	19 50	Advertising and printing					19 50	
16	Allamakee Journal	54 50	(Advertising and printing					43 00	
			(Stationery and supplies					11 50	
16	M. L. Rothschild	16 00	Stationery and supplies					16 00	
16	Ruff Rubber Stamp Co.	1 75	Stationery and supplies					1 75	
16	Watzweg Drug Store	1 20	Stationery and supplies					1 20	
16	Geo. M. Metcalf	18 40	Stationery and supplies					18 40	
16	S. M. Johnson	4 28	Stationery and supplies					4 28	
16	Julius Reith Estate	1 31	Toll House and misc. expense		50			.81	
16	J. Torrence & Son	13 75	Toll House		13 75				
16	August H. Rains	22 70	Toll House		22 70				
16	Standard Glass & Paint	1 98	Toll House		1 98				
16	V. Tausche Hardware Co.	55 25	(Toll House		16 25				
			(Furniture and fixtures					39 00	
16	Gilbertson & Schaefer Co.	11 20	Toll House		11 20				
16	D. F. Wolfe	51 00	Salaries and wages					51 00	
16	Kehn Bros.	53 65	(Approaches		40 80				
			(Toll House		1 23				
			(Stationery and Supplies					1 05	
			(Miscellaneous expense					10 57	
16	Erickson & Paulson	3 50	Approaches		3 50				
(Forward)		\$388,350 90		\$208,698 47	\$ 96,044 98	\$ 38,471 79	\$ 7,624 81	\$ 25,065 80	\$12,445 05

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$388,350.90		\$208,608.47	\$ 96,044.98	\$ 38,471.79	\$ 7,624.81	\$ 25,065.80	\$12,445.05
1931									
Oct. 20	Wm. Nelson	27.50	Approaches			27.50			
20	Wm. Gee	19.25	Approaches			19.25			
20	Ad. Long	21.00	Approaches			21.00			
20	Wm. Weis	24.00	Approaches			24.00			
20	James Cole	14.00	Toll House			14.00			
20	Rome Ollof	1.00	Substructure			1.00			
20	Bud Nelson	3.50	Approaches			3.50			
20	Dave Nelson	3.50	Approaches			3.50			
27	Allamakee Journal	6.00	Stationery and supplies					6.00	
27	Wm. Nelson	27.50)							
27	Wm. Gee	21.00)							
27	Wm. Weis	24.00)	Approaches			114.00			
27	James Cole	24.00)							
27	Ad. Long	17.50)							
27	Carl Kohlstadt	12.50	Toll House			12.50			
28	James Mooney	22.50	Salaries and wages					22.50	
29	Thompson & Co.	350.00	Thompson & Co.	350.00					
31	Oscar Thorson	200.00	Salaries and wages					200.00	
31	Vance Thompson	70.00	Salaries and wages					70.00	
31	John Burke	37.50	Salaries and wages					37.50	
31	Geo. Gonyier	37.50	Salaries and wages					37.50	
30	Wm. Nelson	25.00	Approaches			25.00			
30	Wm. Gee	17.50	Approaches			17.50			
30	Wm. Weis	20.00	Approaches			20.00			
30	James Cole	20.00	Approaches			20.00			
30	Ad. Long	18.38	Approaches			18.38			
30	Carl Kohlstadt	30.00	Toll House			30.00			
31	Oscar R. Thorson	101.10	Toll House, Misc., Postage, Trav. and Tel. & Tel.			8.66		92.44	
31	Gilbertson & Schafer	196.83	Substructure			196.83			
31	F. L. May	1.62	Licenses, taxes and fees					1.62	
31	J. Torrence & Son	2.00	Toll House			2.00			
31	F. C. Fish Sign Service	102.50	Advertising and printing					102.50	
Nov. 3	N. W. Bell Telephone Co.	13.73	Telephone and telegraph					13.73	
3	Postmaster	10.03	Postage					10.03	
		12.50)							

1931

Oct.	20	Wm. Nelson	27 50	Approaches	27 50				
	20	Wm. Gee	19 25	Approaches	19 25				
	20	Ad. Long	21 00	Approaches	21 00				
	20	Wm. Weis	24 00	Approaches	24 00				
	20	James Cole	14 00	Toll House	14 00				
	20	Rome Ollof	1 00	Substructure	1 00				
	20	Bud Nelson	3 50	Approaches	3 50				
	20	Dave Nelson	3 50	Approaches	3 50				
	27	Allamakee Journal	6 00	Stationery and supplies				6 00	
	27	Wm. Nelson	27 50)						
	27	Wm. Gee	21 00)						
	27	Wm. Weis	24 00)	Approaches	114 00				
	27	James Cole	24 00)						
	27	Ad. Long	17 50)						
	27	Carl Kohlstadt	12 50	Toll House	12 50				
	28	James Mooney	22 50	Salaries and wages				22 50	
	29	Thompson & Co.	350 00	Thompson & Co.	350 00				
	31	Oscar Thorson	200 00	Salaries and wages				200 00	
	31	Vance Thompson	70 00	Salaries and wages				70 00	
	31	John Burke	37 50	Salaries and wages				37 50	
	31	Geo. Gonyier	37 50	Salaries and wages				37 50	
	30	Wm. Nelson	25 00	Approaches	25 00				
	30	Wm. Gee	17 50	Approaches	17 50				
	30	Wm. Weis	20 00	Approaches	20 00				
	30	James Cole	20 00	Approaches	20 00				
	30	Ad. Long	18 38	Approaches	18 38				
	30	Carl Kohlstadt	30 00	Toll House	30 00				
	31	Oscar R. Thorson	101 10	Toll House, Misc., Postage, Trav. and Tel. & Tel.	8 66			92 44	
	31	Gilbertson & Schafer	196 83	Substructure	196 83				
	31	F. L. May	1 62	Licenses, taxes and fees				1 62	
	31	J. Torrence & Son	2 00	Toll House	2 00				
	31	F. C. Fish Sign Service	102 50	Advertising and printing				102 50	
Nov.	3	N. W. Bell Telephone Co.	13 73	Telephone and telegraph				13 73	
	3	Postmaster	10 03	Postage				10 03	
	9	Wm. Nelson	12 50)						
	9	Wm. Gee	3 50)						
	9	Wm. Weis	24 00)						
	9	James Cole	5 60)	Approaches	79 10				
	9	Ad. Long	3 50)						
	9	Carl Kohlstadt	30 00)						
	9	B. A. Holbarsen	12 25	Toll House	12 25				
	9	Commercial Nat'l. Bank	50	Licenses, taxes and fees				50	
	9	N. C. Martinsen	26 33	Rent, light and heat				26 33	
	9	Interstate Power Co.	64 42	(Lighting	2 98				
	9	Mrs. Amelia Buege	7 00	(Rent, light and heat				61 44	
	9	J. A. Thompson	408 85	Salaries and wages				7 00	
	10	N. W. Bell Telephone Co.	1 70	Travel and automobile				408 85	
	10	Zaizers	90	Telephone and telegraph				1 70	
	10	Kremer & Hog	9 000 00	Stationery and supplies				90	
	11	J. H. Thompson	24 00	Grading	9 000 00				
	11	J. W. Dempsey	24 00	Travel and automobile				24 00	
	11	T. H. Bakewell	24 00	Travel and automobile				24 00	
				Travel and automobile				24 00	
(Forward)			\$309,546 39		\$209,048 47	\$ 96,044 98	\$ 48,141 74	\$ 7,624 81	\$ 23,238 34
									\$12,445 05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1931	(Brought forward)	\$399,546.39		\$209,048.47	\$ 96,044.98	\$ 48,144.74	\$ 7,624.81	\$ 26,238.34	\$12,445.05
Nov. 11	Julius Boeckle	24.00	Travel and automobile					24.00	
11	T. H. Wagner	24.00	Travel and automobile					24.00	
11	W. L. Harding	100.00	Licenses, taxes and fees					100.00	
11	Thompson & Co.	4,354.40	Thompson & Co.	4,354.40					
12	Phoenix Finance System, Inc.	20.06	Postage					20.06	
15	Oscar R. Thorson	200.00	Salaries and wages					200.00	
15	Vance Thompson	60.00	Salaries and wages					60.00	
15	John Burke	42.50	Salaries and wages					42.50	
15	George Gonyier	42.50	Salaries and wages					42.50	
20	Phoenix Finance System, Inc.	10.03	Postage					10.03	
23	Wm. Nelson	16.00)							
23	Wm. Weis	3.00)	Approaches			50.60			
24	Wm. Weis	21.60)							
24	Wm. Nelson	10.00)							
24	Carl Kohlstadt	5.00	Miscellaneous expense					5.00	
24	Charles J. Hedwall	96.24	Insurance					96.24	
25	J. A. Thompson	266.95	Travel and automobile					266.95	
30	Oscar R. Thorson	54.40	(Toll House			.60			
			(Furniture and fixtures					1.75	
			(Approaches			.75			
			(Stationery and supplies					1.70	
			(Miscellaneous					1.60	
			(Travel expense					48.00	
30	Oscar R. Thorson	200.00	Salaries and wages					200.00	
30	Vance Thompson	60.00	Salaries and wages					60.00	
30	John Burke	42.50	Salaries and wages					42.50	
30	George Gonyier	42.50	Salaries and wages					42.50	
30	Wm. Nelson	10.00	Approaches			10.00			
30	Wm. Weis	6.00	Approaches			6.00			
30	Elliott Rodgeron Co.	125.00	Commissions			125.00			
Dec. 8	Wm. Nelson	10.75	Approaches			10.75			
8	Wm. Weis	6.40	Approaches			6.40			
8	Mrs. Buege	3.50	Salaries and wages					3.50	
8	N. W. Bell Telephone Co.	13.50	Telephone and telegraph					13.50	
8	Western Union Telegraph Co.	3.38	Telephone and telegraph					3.38	
10	Elliott Rodgeron Co.	50.00	Commissions			50.00			
11	Leo Hurm	30.80	Approaches			30.80			
12	Interstate Power Co.	56.25	(Rent, light and heat					48.15	
			(Miscellaneous					8.10	
12	N. W. Bell Telephone Co.	20.03	Telephone and telegraph					20.03	
14	James Cole	2.63)							
14	Wm. Weis	4.03)	Approaches			8.16			
14	Wm. Nelson	1.50)							
15	Vance Thompson	60.00	Salaries and wages					60.00	
15	John Burke	42.50	Salaries and wages					42.50	
15	George Gonyier	42.50	Salaries and wages					42.50	
15	Oscar Thorson	200.00	Salaries and wages					200.00	
19	M. White	21.41	Miscellaneous, Trav., S. & S.,						
			Postage and Telephone and Telegraph					21.41	
21	James Cole	3.85	Approaches			3.85			
26	Phoenix Finance System, Inc.	20.06	Postage					20.06	
	(Forward)	\$405,976.16		\$213,402.87	\$ 96,044.98	\$ 48,447.65	\$ 7,624.81	\$ 28,010.80	\$12,445.05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
(Brought forward)		\$405,976.16		\$213,402.87	\$ 96,044.98	\$ 48,447.65	\$ 7,624.81	\$ 28,010.80	\$12,445.05
1931									
Dec. 26	McClinic Marshall Corp.	9,258.60	Steel, Superstructure—Extras			9,258.60			
28	Henry G. Foote, Jr.	20.88	Travel and automobile					20.88	
28	A. B. Wilder	20.88	Travel and automobile					20.88	
28	H. T. Wagner	12.15	Travel and automobile					12.15	
30	Clerk of Dist. Court	1.00	Licenses, taxes and fees					1.00	
31	Oscar R. Thorson	200.00	Salaries and wages					200.00	
31	Vance Thompson	60.00	Salaries and wages					60.00	
31	John Burke	42.50	Salaries and wages					42.50	
31	George Gonyier	42.50	Salaries and wages					42.50	
31	J. A. Thompson	13.00	Commissions			13.00			
31	J. A. Thompson	257.94	Travel and automobile					257.94	
31	Oscar R. Thorson	130.43	Travel and automobile					130.43	
31	Vance Thompson	14.47	Salaries and wages					14.47	
31	Cash	20.00	Licenses, taxes and fees					20.00	
31	Wilhelmina Boeckh	500.00	Promotion			500.00			
31	S. M. Johnson	.93	Stationery and supplies					.93	
31	Maynard Stohr Printing Co.	46.11	Stationery and supplies					46.11	
31	Blue Line Storage Co.	2.57	Miscellaneous					2.57	
31	N. C. Martinsen	2.09	Miscellaneous					2.09	
31	City of Lansing	7.82	Miscellaneous					7.82	
31	Luethe Hardware Co.	5.17	Miscellaneous					5.17	
31	George C. Schulze	5.10)							
31	Andersons	6.00)	Toll House			67.55			
31	H. J. Burke	32.60)							
31	Greenley's Electric Sign	23.85)							
31	American Surety Co.	10.00	Licenses, taxes and fees					10.00	
31	Allamakee Journal	25.00	(Advertising and printing					13.00	
			(Stationery and supplies					12.00	
31	Minneapolis Blue Print Co.	1.28	Miscellaneous					1.28	
31	Commercial Engraving Co.	2.50	Stationery and supplies					2.50	
31	Iowa Multigraphing Co.	35.32	Advertising and printing					35.32	
31	Central States Printing Co.	20.17	Advertising and printing					20.17	
31	Charles Kerstein	51.00)							
31	Edw. Bench	14.15)	Approaches			65.15			
31	Western Union Telegraph Co.	3.94	Telephone and telegraph					3.94	
31	S. C. Jacobs	14.50	Furniture and fixtures					14.50	
31	V. Tausche Hdwe. Co.	61.70	(Toll House			15.00			
			(Furniture and fixtures					40.10	
			(Miscellaneous					6.50	
31	Spinner Bros.	3.60	Steel			3.60			
31	Railway Express Agency	1.63	Miscellaneous					1.63	
31	N. W. Bell Telephone Co.	7.35	Telephone and telegraph					7.35	
31	Leo Hurm	18.20	Approaches			18.20			
31	Gilbertson Schafer & Co.	1.85	Toll House			1.85			
31	Aschom Bros.	15.00	(Approaches			14.40			
			(Rent, light and heat					60	
31	Spinner Bros.	1.00	Approaches			1.00			
31	Hess Bros.	96.00	Approaches			96.00			
31	Lansing Button Co.	12.44	Rent, light and heat					12.44	
31	Interstate Power Co.	43.02	Rent, light and heat					43.02	
(Forward)		\$417,142.40		\$213,402.87	\$ 96,044.98	\$ 58,502.00	\$ 7,624.81	\$ 29,122.69	\$12,445.05

Cash Disbursements (Cont'd)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construction Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stockholders
	(Brought forward)	\$417,142.40		\$213,402.87	\$ 96,044.98	\$ 58,502.00	\$ 7,624.81	\$ 29,122.69	\$12,445.05
1932									
Jan.	5 Directors	27.00	Travel expense					27.00	
	9 N. W. Bell Telephone Co.	12.80	Telephone and telegraph					12.80	
	9 Maynard Stohr Printing Co.	6.00	Stationery and supplies					6.00	
	13 Mrs. Buege	2.50	Salaries and wages					2.50	
	14 James Cole	11.20	Maintenance					11.20	
	14 Wm. Weis	4.02	Maintenance					4.02	
	14 Wm. Nelson	1.75	Maintenance					1.75	
	15 John Burke	42.50	Salaries and wages					42.50	
	15 Geo. Gonyier	42.50	Salaries and wages					42.50	
	15 Vance Thompson	60.00	Salaries and wages					60.00	
	15 Oscar R. Thorson	200.00	Salaries and wages					200.00	
	18 Ad. Long	11.20	Maintenance					11.20	
	18 Wm. Nelson	9.80	Maintenance					9.80	
	18 Wm. Weis	11.20	Maintenance					11.20	
	18 James Cole	9.45	Maintenance					9.45	
	18 B. H. Wellendorf	5.50	Miscellaneous expense					5.50	
	18 Kehr Bros. Hdwe. Co.	45.35	(Tools and equipment					2.95	
			(Maintenance					2.70	
			(Advertising					4.26	
			(Miscellaneous expense					2.17	
			(Repairs					33.27	
	28 N. W. Bell Telephone Co.	11.15	Telephone and telegraph					11.15	
	29 N. W. Bell Telephone Co.	4.87	Rent, light and heat					4.87	
	31 Oscar Thorson	200.00	Salaries and wages					200.00	
	31 Geo. Gonyier	42.50	Salaries and wages					42.50	
	31 John Burke	42.50	Salaries and wages					42.50	
	31 Vance Thompson	74.85	(Salaries and wages					70.00	
			(Truck expense					3.85	
			(Tools					1.00	
	28 P. E. Rethwisch	150.00	Toll House (via accounts payable)			150.00			
	28 Hess Brothers	99.00	Maintenance					99.00	
Feb.	1 Postmaster - Lansing, Iowa	10.03	Postage					10.03	
	2 Mrs. Buege	2.50	Salaries and wages					2.50	
	3 Interstate Power Co.	36.05	Rent, light and heat					36.05	
	5 Directors	12.00	Travel expense					12.00	
	8 James Cole	4.03	Maintenance					4.03	
	8 N. W. Bell Telephone Co.	18.70	Telephone and telegraph					18.70	
	8 Western Union Telegraph Co.	.59	Telephone and telegraph					.59	
	9 Leo Hurm	21.00	Maintenance					21.00	
	12 Phoenix Finance Corp.	15.03	Postage					15.03	
	13 Allamakee Journal	2.50	Advertising and signs					2.50	
	15 Wm. Weis	4.38	Maintenance					4.38	
	(Forward)	\$418,396.85		\$213,402.87	\$ 96,044.98	\$ 58,652.00	\$ 7,624.81	\$ 30,227.14	\$12,445.05

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		(Brought forward)	\$418,396.85		\$213,402.87	\$ 96,044.98	\$ 58,652.00	\$ 7,624.81	\$ 30,227.14	\$12,445.05
1932										
Feb.	15	John Burke	35.17	Salaries and wages					35.17	
	15	Geo. E. Gonyier	42.50	Salaries and wages					42.50	
	15	Vance Thompson	60.00	Salaries and wages					60.00	
	15	Henry Voegeli	57.11	(Taxes					57.06	
				(Miscellaneous					05	
	16	Postmaster, Lansing, Iowa	10.03	Postage					10.03	
	19	Railway Express Agency	.58	Freight, express and cartage					.58	
	20	C. C. Hoth	19.58	Taxes					19.58	
	23	Maynard Stohr Printing Co.	2.25	Stationery and supplies					2.25	
	23	Des Moines Blue Print Co.	1.95	Miscellaneous					1.95	
	23	American Surety Co. of New York	20.00	Insurance and bonds					20.00	
	23	C. O. Colbranson	.70	Repairs					.70	
	23	Lansing Bulton Co.	15.80	Rent, light and heat					15.80	
	23	Greenleys Electric Shop	3.50	Repairs					3.50	
	23	Herrnan Olsen	1.50	Maintenance					1.50	
	24	Wm. Weis	2.27	Maintenance					2.27	
	24	James Cole	1.92	Maintenance					1.92	
	24	Phoenix Finance Corp.	12.03	Postage					12.03	
	23	Julius Reith Estate	50.00	Toll House (via accounts payable)			50.00			
	23	P. E. Rethwisch	50.00	Approaches (via accounts payable)			50.00			
	26	Railway Express Agency	1.33	Freight, express and cartage					1.33	
	27	Elaine Cavanaugh	2.50	Salaries					2.50	
	29	Hess Bros.	54.00	Maintenance					54.00	
	29	Julius Reith Estate	84.77	Toll House \$74.08, Appr. \$10.69						
				(via accounts payable)			84.77			
	29	Gilbertson Schafer & Co.	328.00	Approaches (via accounts payable)			328.00			
	29	J. N. Gilbert	75.00	Engineering (via accounts payable)			75.00			
	29	P. E. Rethwisch	69.25	Approaches \$21.95, Toll H. \$47.30						
				(via accounts payable)			69.25			
	29	Oscar R. Thorson	99.00	(Travel expense					93.94	
				(Telephone and telegraph					4.37	
				(Postage					.69	
	29	Vance Thompson	74.38	(Truck expense					13.81	
				(Miscellaneous					.57	
				(Salaries and wages					60.00	
	29	Geo. Gonyier	42.50	Salaries and wages					42.50	
	27	T. E. Gaudy	19.29	Fees					19.29	
	26	Ella Robbins	18.50	Fees					18.50	
	29	John Burke	42.50	Salaries and wages					42.50	
	29	Wm. Weis	11.03	Maintenance					11.03	
	29	N. W. Bell Telephone Co.	8.35	Telephone and telegraph					8.35	
	29	D. F. Wolf	5.00	Rent, light and heat					5.00	
	29	Leo Hurn	4.20	Maintenance					4.20	
	5	A. B. Wilder	27.00	Travel expense					27.00	
Mar.	2	Interstate Power Co.	29.24	(Rent, heat and light					26.44	
				(Repairs					2.80	
	5	The Dollar Press	16.25	(Miscellaneous					2.75	
				(Stationery and supplies					13.50	
	8	N. W. Bell Telephone Co.	8.35	Telephone and telegraph					8.35	
	8	James Cole	8.75	Maintenance					8.75	
	8	Frank Baumer	2.45	Maintenance					2.45	
	8	Wm. Weis	15.05	Maintenance					15.05	
	9	Mrs. Buege	2.63	Maintenance					2.63	
	9	Western Union Telegraph Co.	12.15	Telephone and telegraph					12.15	
		(Forward)	\$419,845.21		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 31,018.48	\$12,445.05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1932	(Brought forward)	\$419,845.21		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 31,018.48	\$12,445.05
Mar. 10	W. S. Gault	4.50	(Stationery and supplies					.50	
			(Travel expense					4.00	
10	A. B. Wilder	54.00	Travel expense					54.00	
11	Iowa Multigraphing Co.	32.26	Miscellaneous					32.26	
11	Maynard Stohr Printing Co.	44.37	(Miscellaneous					37.52	
			(Postage					5.50	
			(Stationery and supplies					1.35	
11	Phoenix Finance Corp.	2.50	Stationery and supplies					2.50	
14	Phoenix Finance Corp.	20.06	Postage					20.06	
15	Oscar R. Thorson	100.00	Salaries and wages					100.00	
15	Geo. Gonyier	42.50	Salaries and wages					42.50	
15	John Burke	42.50	Salaries and wages					42.50	
15	Vance Thompson	60.00	Salaries and wages					60.00	
15	Oscar R. Thorson	100.00	Salaries and wages					100.00	
16	James Cole	.35	Maintenance					.35	
16	Wm. Weis	.70	Maintenance					.70	
16	H. T. Wagner	24.75	Travel expense					24.75	
19	Central Auto Market	25.00	Tools and equipment (Chev. Truck)					25.00	
21	James Cole	1.05	Maintenance					1.05	
21	Phoenix Finance Corp.	5.67	Insurance and bonds					5.67	
31	Wm. Weis	2.98	Maintenance					2.98	
31	James Cole	3.50	Maintenance					3.50	
31	N. W. Bell Telephone Co.	9.60	Telephone and telegraph					9.60	
31	Interstate Power Co.	34.77	(Rent, light and heat					30.52	
			(Repairs					4.25	
31	John Burke	42.50	Salaries and wages					42.50	
31	Geo. E. Gonyier	42.50	Salaries and wages					42.50	
31	Vance Thompson	86.34	(Salaries and wages					60.00	
			(Truck expense					26.34	
Apr. 4	Leo Hurm	9.45	Maintenance					9.45	
4	Wm. Nelson	3.15	Maintenance					3.15	
4	James Cole	4.37	Maintenance					4.37	
5	A. B. Wilder	2.00	Salaries and wages					2.00	
5	A. B. Wilder	27.00	Travel expense					27.00	
5	Geo. Huntley	12.60	Travel expense					12.60	
5	Oscar R. Thorson	50.00	Travel expense (via accounts payable)					50.00	
7	Western Union Telegraph Co.	1.38	Telephone and telegraph					1.38	
7	McNanara Office Sup. Co.	1.13	Stationery and supplies					1.13	
9	N. W. Bell Telephone Co.	4.15	Telephone and telegraph					4.15	
11	Oscar R. Thorson	50.00	(Accounts payable					34.83	
			(Travel expense (via accounts payable)					15.17	
12	Iowa Des Moines Nat'l Bank	3.00	Rent, light and heat					3.00	
12	Wm. Nelson	.70	Maintenance					.70	
12	James Cole	10.50	Maintenance					10.50	
15	Wm. Weis	10.33	Maintenance					10.33	
15	Geo. E. Gonyier	42.50	Salaries and wages					42.50	
15	John Burke	42.50	Salaries and wages					42.50	
15	Vance Thompson	60.00	Salaries and wages					60.00	
15	Oscar R. Thorson	80.61	Travel expense					80.61	
16	Julius Boeckel	2.00	Miscellaneous					2.00	
23	James Cole	21.00	Maintenance					21.00	

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$421,065 98		\$213,402 87	\$ 96,044 98	\$ 59,309 02	\$ 7,624 81	\$ 32,239 25	\$12,445 05
1920									
Apr. 23	Frank Gonyier	2 00	Maintenance					2 00	
23	Ad. Long	7 00	Maintenance					7 00	
23	Wm. Weis	21 00	Maintenance					21 00	
23	Bechtel Trust Co.	8 75	Freight, express and cartage					8 75	
23	Oscar Thorson	50 00	Travel expense					50 00	
27	Otto Mortzfeld	21 00	Maintenance					21 00	
27	James Cole	21 00	Maintenance					21 00	
27	Wm. Weis	24 85	Maintenance					24 85	
27	Ad. Long	24 85	Maintenance					24 85	
29	N. W. Bell Telephone Co.	4 45	Telephone and telegraph					4 45	
30	Geo. E. Gonyier	42 50	Salaries and wages					42 50	
30	John Burke	42 50	Salaries and wages					42 50	
30	Oscar Thorson	100 00	Salaries and wages					100 00	
30	Vance Thompson	72 88	(Truck and automobile expense					72 88	
			Salaries and wages					60 00	
30	Oscar Thorson	35 19	Travel expense					35 19	
30	Phoenix Finance Corp.	25 00	Tools and equipment (Chev. Truck)					25 00	
30	Oscar R. Thorson	600 00	Salaries (via account						
			Payable \$200 00)					400 00	
May 2	Interstate Power Co.	24 76	Rent, light and heat					24 76	
3	N. W. Bell Telephone Co.	2 75	Telephone and telegraph					2 75	
3	Mrs. Buege	50	Salaries and wages					50	
3	Otto Mansfield	10 50	Maintenance					10 50	
3	Wm. Weis	15 40	Maintenance					15 40	
3	James Cole	17 15	Maintenance					17 15	
3	Ad. Long	15 40	Maintenance					15 40	
9	N. W. Bell Telephone Co.	5 05	Telephone and telegraph					5 05	
9	Western Union Telegraph Co.	1 38	Telephone and telegraph					1 38	
10	Keult Bros.	2 00	Maintenance					2 00	
10	Leo Farm	5 60	Maintenance					5 60	
11	Wm. Weis	16 27	Maintenance					16 27	
11	Ad. Long	13 47	Maintenance					13 47	
11	James Cole	16 27	Maintenance					16 27	
11	Geo. E. Billings	90	Maintenance					90	
14	Cobb, Hoke, Benson, Krause & Faeger	25 00	(Fees					25 00	
			(Telephone and telegraph					1 00	
14	Standard Oil Co.	3 79	Truck expense					3 79	
14	S. W. Metcalf	1 85	Miscellaneous					1 85	
14	Lansing Button Co.	13 00	Rent, light and heat					13 00	
14	City of Lansing	4 30	Rent, light and heat					4 30	
14	Greenleys Electric Shop	3 24	Repairs					3 24	
15	Allamakee Journal	11 50	Stationery and supplies					11 50	
15	Geo. Gonyier	37 50	Salaries and wages					37 50	
15	John Burke	37 50	Salaries and wages					37 50	
15	Vance Thompson	60 00	Salaries and wages					60 00	
14	A. B. Wilder	31 65	(Telephone and telegraph					6 65	
			(Travel expense					25 00	
14	Iowa Multigraph Co.	19 90	Miscellaneous					19 90	
14	Maynard Stohr Co.	5 50	Stationery and supplies					5 50	
14	Sec'y. of State (Minn.)	1 00	Fees					1 00	
15	Oscar R. Thorson	100 00	Salaries and wages					100 00	
17	Postmaster, Lansing, Ia.	10 03	Postage					10 03	

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$422,683.71		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 33,856.98	\$12,445.05
1932									
May 17	James Cole	6.82	Maintenance					6.82	
17	Wm. Weis	10.32	Maintenance					10.32	
24	Phoenix Finance Corp.	25.00	Tools and equipment (Chev. truck)					25.00	
27	Wm. Weis	14.87	Maintenance					14.87	
27	James Cole	2.10	Maintenance					2.10	
31	N. W. Bell Telephone Co.	2.85	Telephone and telegraph					2.85	
31	Carl Strub	1.50	Rent, light and heat					1.50	
31	Wm. Nelson	14.00	Maintenance					14.00	
31	Wm. Weis	19.95	Maintenance					19.95	
31	John Burke	42.50	Salaries and wages					42.50	
31	Geo. Gonyier	42.50	Salaries and wages					42.50	
31	Vance Thompson	60.00	Salaries and wages					60.00	
31	Oscar R. Thorson	300.00	Salaries and wages					300.00	
27	Oscar R. Thorson	1.20	Telephone and telegraph					1.20	
31	Chas. J. Hedwall Co.	69.67	Insurance (via accounts payable)					69.67	
June 3	Standard Oil Co.	2.51	Truck expense					2.51	
3	Interstate Power Co.	34.66	Rent, light and heat					34.66	
4	State of Wisconsin	200.00	Fees					200.00	
4	State of Wisconsin	85.00	Fees					85.00	
4	Leo Hurm	6.65	Maintenance					6.65	
7	Wm. Weis	17.50	Maintenance					17.50	
7	Herman Olson	1.00	Truck expense					1.00	
7	Wm. Lantz	6.00	Rent, light and heat					6.00	
7	Greenleys Electric Shop	.75	Repairs					.75	
7	Shaffner Bros.	6.25	Maintenance					6.25	
7	Western Union Telegraph Co.	1.08	Telephone and telegraph					1.08	
8	N. W. Bell Telephone Co.	1.50	Telephone and telegraph					1.50	
15	Wm. Weis	21.00	Maintenance					21.00	
15	Ben. Mullarky	2.50	Maintenance					2.50	
15	Geo. Gonyier	37.50	Salaries and wages					37.50	
15	John Burke	37.50	Salaries and wages					37.50	
15	Vance Thompson	60.00	Salaries and wages					60.00	
16	Standard Oil Co.	15.58	Truck expense					15.58	
16	S. & H. Chevrolet Co.	11.75	Truck expense					11.75	
16	Willis and Moore	110.00	Insurance and bonds					110.00	
20	Wm. Weis	21.00	Maintenance					21.00	
18	Standard Oil Co.	89.70	Oil station purchases					89.70	
22	C. O. Colbranson	1.00	Repairs					1.00	
23	Standard Oil Co.	1.90	Truck expense					1.90	
23	Phoenix Finance Corp.	25.00	Tools and equipment (Chev. truck)					25.00	
25	N. W. Bell Telephone Co.	2.75	Telephone and telegraph					2.75	
28	Wm. Weis	6.47	Maintenance					6.47	
30	John Burke	37.50	Salaries and wages					37.50	
30	Geo. E. Gonyier	37.50	Salaries and wages					37.50	
30	Vance Thompson	60.00	Salaries and wages					60.00	
30	Oscar Thorson	77.40	(Travel expense					73.07	
			(Stationery and supplies					1.50	
			(Postage					.18	
			(Maintenance					1.00	
			(Oil station expense					.60	
			(Truck expense					1.05	
	(Forward)	\$424,315.94		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 35,489.21	\$12,445.05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$424,315.94		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 35,489.21	\$12,445.05
1932									
June	30	Bechtel Trust Co.	90.00	Interest				90.00	
	30	Oscar Thorson	46.61	(Travel expense				46.16	
				(Postage				.45	
	30	Peoples State Bank	.02	Taxes				.02	
	30	Peoples State Bank	16	Taxes				16	
	30	Oscar R. Thorson	400.00	Salaries and wages				400.00	
July	1	Standard Glass & Paint Co.	4.50	Repairs				4.50	
	1	Interstate Power Co.	28.90	Rent, light and heat				28.90	
	5	Wm. Weis	3.85	Maintenance				3.85	
	6	Phoenix Finance Corp.	16.03	Postage				16.03	
	8	Standard Oil Co.	18.43	Truck expense				18.43	
	8	N. W. Bell Telephone Co.	2.51	Telephone and telegraph				2.51	
	9	Maynard Stohr Printing Co.	5.65	Stationery and supplies				5.65	
	5	Interstate Power & Light Co.	1.80	Oil station expense				1.80	
	7	Oscar Thorson	3.00	Oil station expense				3.00	
	11	Wm. Weis	6.65	Maintenance				6.65	
	12	V. C. Sallander	1.00	Truck expense				1.00	
	12	Iowa Auto Market	7.41	(Truck expense				2.04	
				(Postage				.29	
				(Oil station expense				5.08	
	12	National Cash Register Co.	3.89	Stationery and supplies				3.89	
	12	Leethe Hdw. Co.	5.40	(Oil station expense				.90	
				(Insurance and bonds				4.50	
	12	Wisconsin Highway Com.	10.00	Miscellaneous expense				10.00	
	12	Frank J. Spinner	16.50	Truck expense				16.50	
	15	Geo. Gonyier	37.50	Salaries and wages				37.50	
	15	John Burke	37.50	Salaries and wages				37.50	
	15	Vance Thompson	60.00	Salaries and wages				60.00	
	15	Krause Clothing Co.	60.00	Expense (via accounts payable)				60.00	
	14	Ray Dodge Chevrolet Co.	3.30	Insurance and bonds				3.30	
	14	Ray Dodge Chevrolet Co.	6.42	Truck expense				6.42	
	18	Standard Oil Co.	63.70	Gas and Oil purchased				63.70	
	18	Wm. Weis	12.60	Maintenance				12.60	
	19	Oscar R. Thorson	200.00	Salaries and wages				200.00	
	22	Phoenix Finance Corp.	25.00	Tools and equipment (Chev. truck)				25.00	
	27	N. W. Bell Telephone Co.	2.75	Telephone and telegraph				2.75	
	27	Standard Oil Co.	.57	Truck expense				.57	
	27	Standard Oil Co.	5.52	Truck expense				5.52	
	27	Lansing Water Works	6.52	Rent, light and heat				6.52	
	27	Corporation Trust Co.	6.00	Stationery and supplies				6.00	
	28	Bechtel Trust Co.	222.00	Interest				222.00	
	30	John Burke	37.50	Salaries and wages				37.50	
	30	Geo. Gonyier	37.50	Salaries and wages				37.50	
	30	Vance Thompson	60.00	Salaries and wages				60.00	
	29	Secretary of State — Iowa	1.00	Licenses, taxes and fees				1.00	
	30	Oscar Thorson	200.00	Salaries and wages				200.00	
Aug.	1	Peoples State Bank	.62	Taxes and oil station expense 6c				.62	
	3	Wm. Weis	14.00	Maintenance				14.00	
	3	James Cole	9.80	Maintenance				9.80	
	1	Iowa Des Moines National Bank	.50	Miscellaneous expenses				.50	
	4	Western Union	3.77	Telephone and telegraph				3.77	
	(Forward)	\$426,102.32		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 37,275.59	\$12,445.05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1932	(Brought forward)	\$426,102 32		\$213,402 87	\$ 96,044 98	\$ 59,309 02	\$ 7,624 81	\$ 37,275 59	\$12,445 05
Aug. 5	Phoenix Finance Corp.	3 00	Postage					3 00	
3	Interstate Power Co.	24 38	Rent, light and heat					24 38	
3	Interstate Power Co.	1 94	Oil station expense					1 94	
3	Standard Oil Co.	96 30	Gas and Oil purchased					96 30	
12	James Cole	7 00	Maintenance					7 00	
12	Wm. Weis	9 62	Maintenance					9 62	
15	Geo. E. Gonyier	37 50	Salaries and wages					37 50	
15	John Burke	37 50	Salaries and wages					37 50	
16	Vance Thompson	40 00	Salaries and wages					40 00	
15	Oscar Thorson	150 00	Salaries and wages					150 00	
15	H. T. Wagner	12 60	Travel expense					12 60	
15	A. B. Wilder	27 00	Travel expense					27 00	
15	H. Hachlen	24 46	Travel expense					24 46	
15	D. F. Wolfe	24 22	Travel expense					24 22	
15	F. J. Nachtivy	24 22	Travel expense					24 22	
15	H. A. Schrenner	20 80	Travel expense					20 80	
99	Phoenix Finance Corp.	25 00	Tools and equipment (Chev. truck)					25 00	
22	Chas. J. Hedwall Co.	50 00	Insurance (via accounts payable)					50 00	
22	Foots Bros. Gear & Mach. Co.	50 00	Tools and equipment (grader)					50 00	
23	Wm. Weis	1 58	Maintenance					1 58	
23	Standard Oil Co.	7 79	Truck expense					7 79	
23	Postmaster, Lansing, Iowa	15 03	Postage					15 03	
26	N. W. Bell Telephone Co.	2 75	Telephone and telegraph					2 75	
27	Frank J. Spinner	32 20	Truck expense					32 20	
23	Iowa State Highway Comm.	1 00	Stationery and supplies					1 00	
23	Central Auto Market	50 00	Truck expense					50 00	
27	Pioneer Rubber Stamp Co.	4 12	Stationery and supplies					4 12	
29	Foots Bros. Gear and Mach. Co.	157 20	Tools and equipment (grader)					157 20	
31	John Burke	42 50	Salaries and wages					42 50	
31	Geo. Gonyier	42 50	Salaries and wages					42 50	
31	Vance Thompson	40 00	Salaries and wages					40 00	
31	Oscar R. Thorson	150 00	Salaries and wages					150 00	
31	M. M. Dehli	2 08	Licenses, taxes and fees					2 08	
31	Pratt Paper Co.	6 10	Miscellaneous expense					6 10	
31	D. M. Clean Towel Service	1 25	Miscellaneous expense					1 25	
31	C. O. Colbranson	1 40	Repairs					1 40	
31	Wm. Weis	3 68	Maintenance					3 68	
31	Peoples State Bank	66	Taxes and oil station expense 6c					66	
31	Iowa Des Moines National Bank	12	Taxes					12	
29	Corporation Trust Co.	50 00	Fees					50 00	
31	Iowa Des Moines National Bank	1 00	Miscellaneous expense					1 00	
29	Standard Oil Co.	82 42	Gas and oil purchased					82 42	
31	Oscar Thorson	69 15	(Postage					21	
			(Travel expense					67 56	
			(Truck expense					52	
			(Advertising and signs					84	
Sept. 3	Interstate Power Co.	2 37	Oil station expense					2 37	
3	Standard Oil Station	10 66	Truck expense					10 66	
		10 00	(Truck expense					9 50	
			(Telephone and telegraph					50	
	(Forward)	\$427,555 40		\$213,402 87	\$ 96,044 98	\$ 59,309 02	\$ 7,624 81	\$ 38,728 67	\$12,445 05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$427,555.40		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 38,728.67	\$12,445.05
1932									
Sept.	3 Standard Oil Co.	.92	Truck Expense					.92	
	3 Standard Glass & Paint Co.	.61	Repairs					.61	
	3 V. C. Seliander	.75	Truck expense					.75	
	3 Interstate Power Co.	24.82	(Taxes					.72	
			(Rent, light and heat					24.10	
	3 Iowa Press Clipping Bureau	2.50	Miscellaneous expense					2.50	
	3 Waukon Republican	14.00	Advertising and signs					14.00	
	3 Schubert and Stevenson	100.00	Licenses, taxes and fees						
			(via accounts payable)					100.00	
	6 Ad. Long	3.67	Maintenance					3.67	
	6 Wm. Weis	25.02	Maintenance					25.02	
	6 Chas. J. Hedwall Co.	50.00	Insurance (via accounts payable)					50.00	
	6 Kehr Bros.	12.86	(Maintenance					2.38	
			(Miscellaneous					1.05	
			(Repairs					8.08	
			(Tools and equipment					1.35	
	6 Gilbertson Shafer & Co.	21.09	Truck expense					21.09	
	8 Oscar Thorson	95.79	(Advertising					23.64	
			(Postage					.16	
			(Travel expense					32.16	
			(Truck expense					.68	
			(Furniture and fixtures					1.00	
			(Travel expense					37.76	
			(Truck expense					.39	
	8 Secretary of State of Iowa	88.00	Licenses, taxes and fees					88.00	
	8 Morn-Swan Co.	3.75	Stationery and supplies					3.75	
	8 Western Union Telegraph Co.	1.51	Telephone and telegraph					1.51	
	9 Phoenix Finance Corporation	4.00	Postage					4.00	
	9 Standard Oil Company	64.26	Gas and oil purchased					64.26	
	12 John W. Shaffer & Co.	22.00	Miscellaneous					22.00	
	13 Wm. Weis	19.95	Maintenance					19.95	
	13 Ad. Long	3.68	Maintenance					3.68	
	15 C. C. Hoth -- County Treasurer	19.57	Taxes					19.57	
	15 Oscar R. Thorson	150.00	Salaries and wages					150.00	
	15 Geo. E. Gonyier	42.50	Salaries and wages					42.50	
	15 John Burke	42.50	Salaries and wages					42.50	
	15 Vance Thompson	40.00	Salaries and wages					40.00	
	21 Wm. Weis	6.65	Maintenance					6.65	
	21 Phoenix Finance Corp.	25.00	Tools and equipment (Chev. truck)					25.00	
	26 Wm. Weis	6.30	Maintenance					6.30	
	26 N. W. Bell Telephone Co.	2.75	Telephone and telegraph					2.75	
	30 John Burke	42.50	Salaries and wages					42.50	
	28 Standard Oil Co.	85.05	Gas and oil purchased					85.05	
	30 Geo. E. Gonyier	42.50	Salaries and wages					42.50	
	30 Vance Thompson	40.17	Salaries and wages					40.17	
	30 Oscar R. Thorson	150.00	Salaries and wages					150.00	
	30 Bank	1.00	Miscellaneous					1.00	
	30 Bank	.04	Taxes					.04	
	30 Bank	.80	Taxes					.80	
	30 Bank	.06	Oil station expense					.06	
	(Forward)	\$428,811.97		\$213,402.87	\$ 96,044.98	\$ 59,309.02	\$ 7,624.81	\$ 39,985.24	\$12,445.05

Cash Disbursements (Cont'd)

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1962

Oct.	5	Standard Oil Co.	17 36	Truck expense	17 36
	5	Iowa Press Clipping Bureau	1 00	Miscellaneous	1 00
	5	Lansing Garage Co.	2 75	Truck expense	2 75
	5	Greenleys Electric Shop	1 08	Repairs	1 08
	7	Interstate Power Co.	28 26	Rent, light and heat	28 26
	7	Western Union Telegraph Co.	50	Telephone and telegraph	50
	7	N. W. Bell Telephone Co.	40	Telephone and telegraph	40
	11	Oscar R. Thorson	74 10	(Travel expense	65 92
				(Truck expense	8 18
	13	Decorah Public Opinion	2 50	Miscellaneous expense	2 50
	15	Interstate Power Co.	2 61	Oil station expense	2 61
	15	George Gonyier	42 50	Salaries and wages	42 50
	15	John J. Burke	42 50	Salaries and wages	42 50
	15	Vance Thompson	50 00	Salaries and wages	50 00
	15	Wm. Weis	12 07	Maintenance	12 07
	15	Oscar R. Thorson	150 00	Salaries and wages	150 00
	18	Hart & Hart	200 00	(Approaches	136 61
				(Fees	20 80
				(Interest	42 59
	18	T. C. Fish Sign Service Co.	100 00	Advertising	100 00
	19	Standard Oil Co.	48 19	Gas and oil purchased	48 19
	21	Phoenix Finance Corp.	25 00	Tools and equipment (Chev. truck)	25 00
	24	N. W. Bell Telephone Co.	2 75	Telephone and telegraph	2 75
	29	Standard Oil Co.	1 02	Truck expense	1 02
	29	Standard Oil Co.	8 70	Truck expense	8 70
	25	Ray Dodge Chevrolet Co.	5 40	Truck expense	5 40
	31	George E. Gonyier	42 50	Salaries and wages	42 50
	31	John J. Burke	7 97	Salaries and wages	7 97
	31	Vance Thompson	50 00	Salaries and wages	50 00
	31	Oscar R. Thorson	150 00	Salaries and wages	150 00
	31	Vance Thompson	6 65	Truck expense	6 65
	31	Oscar R. Thorson	30 16	Travel expense	30 16
	31	Bank	36	Taxes	36
	31	Bank	04	Oil station expense	04
	31	Bank	14	Taxes	14
	31	Bank	1 00	Miscellaneous	1 00
Nov.	2	Standard Oil Co.	65 47	Gas and oil purchased	65 47
	3	Interstate Power Co.	31 78	(Rent, light and heat	30 70
				(Repairs	1 08
	7	City of Lansing	5 84	Rent, light and heat	5 84
	7	Greenleys Electric Shop	1 08	Repairs	1 08
	7	Western Union Telegraph Co.	3 65	(Telephone and telegraph	3 48
				(Taxes	17
	8	N. W. Bell Telephone Co.	3 15	(Telephone and telegraph	2 80
				(Taxes	35
	12	Phoenix Finance Corp.	5 00	Postage	5 00
	14	Louis Fritz	1 40	Maintenance	1 40
	15	George Gonyier	42 50	Salaries and wages	42 50
	15	John Burke	42 50	Salaries and wages	42 50
	15	Vance Thompson	50 00	Salaries and wages	50 00
	15	Oscar Thorson	150 00	Salaries and wages	150 00
	23	American Security Co. of New York	8 00	Insurance and bonds	8 00
	25	Phoenix Finance Corp.	25 00	Tools and equipment (Chev. truck)	25 00
	25	N. W. Bell Telephone Co.	3 75	(Telephone and telegraph	3 65
				(Taxes	10

(Forward)

\$430,358 60

\$213,402 87

\$ 96,044 98

\$ 59,445 63

\$ 7,624 81

\$ 41,395 26

\$12,445 05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$430,358 60		\$213,402 87	\$ 96,044 98	\$ 59,445 63	\$ 7,624 81	\$ 41,395 26	\$12,445 05
1932									
Nov. 30	George E. Gonyier	34 00	Salaries and wages					34 00	
30	John Burke	42 50	Salaries and wages					42 50	
30	Vance Thompson	50 00	Salaries and wages					50 00	
30	Oscar R. Thorson	150 00	Salaries and wages					150 00	
29	Standard Oil Co.	82 95	Gas and oil purchased					82 95	
30	Bank	12	Taxes					12	
Dec. 8	Pratt Paper Co.	3 25	Stationery and supplies					3 25	
8	N. W. Bell Telephone Co.	1 20	Telephone and telegraph					1 20	
9	Interstate Power Co.	34 40	(Rent, light and heat (Oil station expense					32 02	
10	Ray Dodge Chevrolet Co.	2 55	Truck expense					2 55	
15	George Gonyier	42 50	Salaries and wages					42 50	
15	John Burke	42 50	Salaries and wages					42 50	
15	Vance Thompson	50 00	Salaries and wages					50 00	
14	Phoenix Finance Corp.	3 00	Postage					3 00	
15	Cobb, Hoke, Benson, Krause & Faeger	388 28	Taxes and fees (via accounts payable)					388 28	
15	Brennan Brothers	100 00	Approaches (via accounts payable)			100 00			
15	Lyle Sign Co.	177 63	Approaches (via accounts payable)			177 63			
15	Gilbertson Schafer Co.	107 65	Maintenance					107 65	
15	F. C. Fish Sign Co.	100 00	Advertising					100 00	
15	Bradshaw, Schenk & Fowler	493 42	Note payable					493 42	
15	Bechtel Trust Co.	120 00	Interest					120 00	
15	Oscar R. Thorson	181 73	(Salaries and wages (Travel expense (Truck expense					150 00	
17	Bank	34	Taxes					34	
17	Bank	04	Taxes					04	
19	Interstate Power Co.	2 38	Oil station expense					2 38	
19	James Cole	2 63	Maintenance					2 63	
19	Wm. Weis	3 15	Maintenance					3 15	
19	Leo Klein	1 75	Maintenance					1 75	
21	Yunker Bros. Travel Bureau	10 15	Travel expense					10 15	
28	Vance Thompson	11 97	(Freight, express (Travel expense					66	
28	Standard Oil Co.	5 14	(Gas and oil purchased (Truck expense					11 31	
31	George Gonyier	42 50	Salaries and wages					1 41	
31	John Burke	42 50	Salaries and wages					3 73	
31	Vance Thompson	51 91	(Freight and express (Salaries and wages (Truck expense					42 50	
31	Standard Oil Co.	61 17	Gas and oil purchased					42 50	
31	H. J. Heinz Co.	14 00	Miscellaneous expense					66	
31	Bank	08	Taxes					50 00	
31	Bank	10	Taxes					1 25	
31	Bank	50	Miscellaneous expense					61 17	
	(Forward)	\$432,816 59		\$213,402 87	\$ 96,044 98	\$ 59,723 26	\$ 7,624 81	\$ 43,575 62	\$12,445 05

Cash Disbursements (Cont'd)

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		(Brought forward)	\$432,816.59		\$213,402.87	\$ 96,044.98	\$ 59,723.26	\$ 7,624.81	\$ 43,575.62	\$12,445.05
1933										
Jan.	3	N. W. Bell Telephone Co.	7.80	Telephone and telegraph					7.80	
	6	Interstate Power Co.	26.78	(Oil station expense					1.12	
				(Rent, light and heat					25.66	
	7	N. W. Bell Telephone Co.	5.10	(Taxes					.50	
				(Telephone and telegraph					4.60	
	9	Postmaster	15.03	Postage					15.08	
	15	John Burke	42.50	Salaries and wages					42.50	
	15	George Gonyier	42.50	Salaries and wages					42.50	
	15	Vance Thompson	59.23	(Salaries and wages					50.00	
				(Travel and automobile					9.23	
	15	Oscar R. Thorson	35.69	Salaries and wages					35.69	
	18	Amer. Surety Co. of N. Y.	16.00	Insurance and bonds					16.00	
	18	Lansing Button Co.	14.15	Rent, light and heat					14.15	
	18	S. M. Johnson	2.12	Stationery and supplies					2.12	
	18	City of Lansing	3.90	Rent, light and heat					3.90	
	18	James Cole	1.05	Miscellaneous					1.05	
	18	Leo Klein	.88	Miscellaneous					.88	
	18	Lansing Garage	8.60	Truck expense					8.60	
	18	Iowa Press Clipping Bureau	3.40	Miscellaneous					3.40	
	18	Greenleys Electric Shop	4.48	Repairs					4.48	
	18	Gilbertson Schafer Co.	1.80	Maintenance					1.80	
	18	Maynard Stohr Ptg. Co.	23.20	Stationery and supplies					23.20	
	19	Standard Oil Co.	32.65	Gas and oil purchased					32.65	
	19	Crawford County, Wis.	3,125.51	Accounts payable (taxes)					3,125.51	
	20	Phoenix Finance Corp.	4.75	Miscellaneous					4.75	
	27	Bechtel Trust Co.	282.00	Interest					282.00	
	27	N. W. Bell Telephone Co.	4.42	Telephone and telegraph					4.42	
	27	Lansing Garage	4.90	Truck expense					4.90	
	31	Geo. Gonyier	32.81	Salaries and wages					32.81	
	31	John Burke	37.50	Salaries and wages					37.50	
	31	Vance Thompson	57.80	(Salaries and wages					50.00	
				(Truck and automobile					7.80	
	31	Vance Thompson	1.23	Maintenance					1.23	
	31	Standard Oil Co.	58.48	Gas and oil purchased					58.48	
	31	Oscar Thorson	115.51	(Travel expense					64.24	
				(Telephone and telegraph					1.27	
				(Salaries and wages					50.00	
	31	Kernit Bros. Sav. Bank	.44	Taxes					.44	
	31	Iowa Des Moines National Bank	.48	Taxes					.48	
Feb.	3	Interstate Power Co.	27.88	Rent, light and heat					27.88	
	4	Old Dutch Carbon	.75	Stationery and supplies					.75	
	6	Koch Bros.	3.15	Stationery and supplies					3.15	
	6	Phoenix Finance Corp.	3.80	Postage					3.80	
	7	Bechtel Trust Co.	6,480.00	(Interest (via accounts payable)					6,182.50	
				(Interest					297.50	
	7	Bechtel Trust Co.	15.00	Taxes					15.00	
	7	Bechtel Trust Co.	401.00	Fees (via accounts payable)					401.00	
	7	Interstate Power Co.	1.03	Oil station expense					1.03	
	9	Bechtel Trust Co.	2,910.00	Interest (via accounts payable)					2,910.00	
	15	George Gonyier	37.50	Salaries and wages					37.50	
	15	John Burke	37.50	Salaries and wages					37.50	
	15	Vance Thompson	55.04	(Salaries and wages					50.00	
				(Truck and automobile					5.04	
	15	Oscar R. Thorson	50.00	Salaries					50.00	
	24	N. W. Bell Telephone Co.	4.35	(Taxes					.15	
				(Telephone and telegraph					4.20	
		(Forward)	\$446,916.28		\$213,402.87	\$ 96,044.98	\$ 59,723.26	\$ 7,624.81	\$ 57,675.31	\$12,445.05

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
1933	(Brought forward)	\$446,916 28		\$213,402 87	\$ 96,044 98	\$ 59,723 26	\$ 7,624 81	\$ 57,675 31	\$12,445 05
Feb. 28	George Gonyier	37 50	Salaries and wages					37 50	
28	John Burke	37 50	Salaries and wages					37 50	
28	Vance Thompson	55 20	(Salaries and wages (Truck expense (Maintenance					50 00 4 32 88	
28	Standard Oil Co.	56 10	Gas and oil purchased					56 10	
28	Oscar R. Thorson	50 60	(Advertising and signs (Salaries and wages					60 50 00	
28	Herndt Bros. Sav. Bank	34	Taxes					34	
28	Iowa Des Moines Nat'l. Bank	10	Taxes					10	
Mar. 3	Interstate Power Co.	11 71	(Rent, light and heat (Oil station expense					10 68 1 03	
15	George Gonyier	37 50	Salaries and wages					37 50	
15	John Burke	37 50	Salaries and wages					37 50	
15	Vance Thompson	58 64	(Salaries and wages (Truck expense (Maintenance					50 00 8 64 2 10	
15	Wm. Nelson	2 10	Maintenance					2 10	
15	Oscar R. Thorson	50 00	Salaries and wages					50 00	
18	Brennan Bros.	100 00	Approaches (via accounts payable)			100 00			
18	Shubert-Stevenson Co.	50 00	Fees (via accounts payable)					50 00	
18	Thompson & Co.	121 50	Traveling (via accounts payable)					121 50	
18	J. A. Thompson	46 54	Traveling (via accounts payable)					46 54	
18	Maynard Stohr Ptg. Co.	12 00	(Miscellaneous (Stationery and supplies					3 75 8 25	
18	Greenleys Electric Shop	1 08	Repairs					1 08	
18	B. H. Wellendorf	4 00	Miscellaneous					4 00	
18	Lansing Button Co.	20 07	Rent, light and heat					20 07	
18	The Bridge Association	10 00	Miscellaneous					10 00	
22	Phoenix Finance Corp.	3 00	Postage					3 00	
22	State of Wisconsin	2 00	Fees					2 00	
24	N. W. Bell Telephone Co.	2 75	Telephone and telegraph					2 75	
24	Wm. Nelson	3 15	Maintenance					3 15	
27	Robert Lowe	2 80	Maintenance					2 80	
27	Wm. Weis	7 35	Maintenance					7 35	
27	James Cole	8 05	Maintenance					8 05	
30	Standard Oil Co.	56 22	Gas purchases					56 22	
31	George Gonyier	37 50	Salaries and wages					37 50	
31	John Burke	35 67	Salaries and wages					35 67	
31	Vance Thompson	55 76	(Salaries and wages (Truck and automobile					50 00 5 76	
31	Oscar R. Thorson	80 31	(Salaries and wages (Traveling expense (Stationery and applies					50 00 30 16 15	
31	Bank debit	10	Taxes					10	
31	Bank debit	16	Taxes					16	
Apr. 1	Interstate Power Co.	12 91	(Oil station expense (Rent, light and heat					1 03 11 88	
4	Wm. Nelson	2 45	Maintenance					2 45	
4	Robert Lowe	1 75	Maintenance					1 75	
4	James Cole	2 62	Maintenance					2 62	
4	Wm. Weis	7 35	Maintenance					7 35	
7	N. W. Bell Telephone Co.	1 40	(Telephone and telegraph (Taxes					1 25 15	

Cash Disbursements (Cont d)

Date	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$448,039 56		\$213,402 87	\$ 96,044 98	\$ 59,823 26	\$ 7,624 81	\$ 58,698 59	\$12,445 05
1933									
Apr. 10	A. B. Wilder	27 00	Travel expense					27 00	
10	Wis. Highway Comm.	6 00	Miscellaneous					6 00	
10	H. Hoehlen	21 50	Travel expense					21 50	
15	Wm. Weis	22 40	Maintenance					22 40	
15	James Cole	14 35	Maintenance					14 35	
15	Wm. Nelson	17 15	Maintenance					17 15	
15	John Burke	37 50	Salaries and wages					37 50	
15	Kermit Fitschen	37 50	Salaries and wages					37 50	
15	Vance Thompson	64 76	(Salaries and wages (Travel (Truck and automobile					50 00 2 16 12 60	
15	Greenleys Electric Shop	4 54	Repairs					4 54	
15	Iowa Press Clipping Bureau	3 00	Miscellaneous					3 00	
15	Iowa Des Moines Nat'l. Bank	3 30	(Taxes (Rent, light and heat					30 3 00	
15	Oscar R. Thorson	50 00	Salaries and wages					50 00	
15	City Clerk	2 47	Rent, light and heat					2 47	
17	Ad. Long	5 77	Maintenance					5 77	
17	Wm. Weis	11 72	Maintenance					11 72	
21	N. W. Bell Telephone Co.	1 30	Telephone and telegraph and taxes					1 30	
25	State Tax Dept.	60 50	Taxes					60 50	
25	Sec'y. of State — Dei.	2 00	Fees					2 00	
25	N. W. Bell Telephone Co.	2 75	Telephone and telegraph					2 75	
25	Wm. Weis	6 47	Maintenance					6 47	
25	Wm. Nelson	2 10	Maintenance					2 10	
25	Standard Oil Co.	38 50	Gas purchases					38 50	
28	Standard Oil Co.	82 48	Gas purchases					82 48	
30	Kermit Fitschen	37 50	Salaries and wages					37 50	
30	John Burke	37 50	Salaries and wages					37 50	
30	Vance Thompson	58 64	(Salaries and wages (Truck expense					50 00 8 64	
30	Oscar R. Thorson	66 81	(Salaries and wages (Travel expense					50 00 16 81	
30	Bank debts	56	Taxes					56	
30	Bank debts	30	Taxes					30	
May 9	Interstate Power Co.	25 59	(Oil station expense (Rent, light and heat					1 13 24 46	
8	Standard Oil Co.	21 86	Gas and oil purchases					21 86	
13	Wm. Weis	1 40	Maintenance					1 40	
15	John Burke	37 50	Salaries and wages					37 50	
15	Kermit Fitschen	37 50	Salaries and wages					37 50	
15	Vance Thompson	55 40	(Salaries and wages (Maintenance					50 00 5 40	
15	Oscar Thorson	50 00	Salaries and wages					50 00	
25	N. W. Bell Telephone Co.	2 75	Telephone and telegraph					2 75	
31	George Gonyier	37 50	Salaries and wages					37 50	
31	John Burke	37 50	Salaries and wages					37 50	
31	Vance Thompson	55 76	(Salaries and wages (Maintenance					50 00 5 76	
31	Oscar R. Thorson	50 00	Salaries and wages					50 00	
31	Standard Oil Co.	32 10	Gas purchases					32 10	
31	Bank debit	18	Taxes					18	
31	Bank debit	30	Taxes					30	

Date	Paid To	Amount	Account Charged	Phoenix Group	On Four Contracts	Construction Costs	Co. on Account	Equipment, Etc.	To Stockholders
1933	(Brought forward)	\$449,211.27		\$213,402.87	\$ 96,044.98	\$ 59,823.26	\$ 7,624.81	\$ 59,870.30	\$12,445.05
June	2 Postmaster	15.03	Postage					15.03	
	3 Phoenix Finance Corp.	4.00	Postage					4.00	
	5 C. M. Sommers	10.00	Fees					10.00	
	5 Collector of Internal Revenue	327.80	Taxes					327.80	
	5 Corporation Trust Co.	50.00	Rent, light and heat					50.00	
	5 Pratt Paper Co.	1.48	Stationery and supplies					1.48	
	5 S. M. Johnson	1.69	Stationery and supplies					1.69	
	5 H. A. Schremser	20.80	Travel					20.80	
	5 C. O. Colbranson	.65	Repairs					.65	
	5 Interstate Power Co.	22.22	(Oil station expense					1.03	
			(Rent, light and heat					21.19	
	5 H. T. Wagner	12.60	Travel expense					12.60	
	5 Geo. W. Huntley	12.60	Travel expense					12.60	
	12 Oscar R. Thorson	32.76	Travel and misc. expense \$2.00					32.76	
	13 Lyle Signs, Inc.	100.00	Account Payable (appr. \$70.00						
			Int. \$30.00)			70.00		30.00	
	13 Gilbertson Schafer & Co.	30.16	(Maintenance					27.91	
			(Repairs					2.25	
	13 Ascom Bros.	4.01	Miscellaneous					4.01	
	15 John Burke	37.50	Salaries and wages					37.50	
	15 George Gonyier	37.50	Salaries and wages					37.50	
	15 Vance Thompson	55.40	(Salaries and wages					50.00	
			(Maintenance					5.40	
	15 Oscar R. Thorson	50.00	Salaries and wages					50.00	
	15 F. C. Fish Sign Co.	100.00	Advertising (via accounts payable)					100.00	
	16 Herman Olson	2.50	Repairs					2.50	
	16 John Bechtel	1.60	Maintenance					1.60	
	16 Standard Oil Co.	44.17	Gas purchases					44.17	
	19 James Cole	3.33	Maintenance					3.33	
	21 Standard Oil Co.	19.31	Gas purchases					19.31	
	19 State Tax Commission	100.00	Taxes					100.00	
	22 Phoenix Finance Corp.	14.28	(Postage					12.60	
			(Stationery and supplies					1.68	
	23 Phoenix Finance Corp.	15.03	Postage					15.03	
	26 Wm. Weis	10.50	Maintenance					10.50	
	26 James Cole	10.50	Maintenance					10.50	
	26 N. W. Bell Telephone Co.	2.75	Telephone and telegraph					2.75	
	27 Oscar R. Thorson	50.00	Salaries and wages					50.00	
	30 John Burke	37.50	Salaries and wages					37.50	
	30 George Gonyier	37.50	Salaries and wages					37.50	
	30 Vance Thompson	55.40	(Salaries and wages					50.00	
			(Maintenance					5.40	
	30 Standard Oil Co.	13.34	Gas purchases					13.34	
	30 Federal tax on checks	.70	Taxes					.70	
July	1 Interstate Power Co.	17.99	(Oil station expense					1.03	
			(Rent, light and heat					16.96	
	6 P. E. Rethwisch	16.95	Maintenance					16.95	
	6 Lansing garage	1.00	Maintenance					1.00	
	6 Kehr Bros.	3.75	Maintenance					3.75	
	6 City Clerk	2.87	Rent, Light and heat					2.87	
	6 Hoag Adv. Service	39.20	Advertising and signs					39.20	
	6 Tax Dept. — Del.	34.00	Taxes					34.00	
	6 Iowa Press Clipping Bureau	3.00	Miscellaneous					3.00	
	6 Iowa Multigraphing Co.	6.56	Miscellaneous					6.56	
	(Forward)	\$450,681.20		\$213,402.87	\$ 96,044.98	\$ 59,893.26	\$ 7,624.81	\$ 61,270.23	\$12,445.05

[illegible]

July	6	Thompson & Co.	243 00	Traveling (via accounts payable)		243 00
	7	Iowa Des Moines Nat'l Bank	134 60	Lyle Acct. pay. (appr. \$6.76, Signs \$127.84)	6 76	127 84
	7	Iowa Des Moines Nat'l Bank	10 00	Taxes		10 00
	7	Oscar R. Thorson	25 00	Travel expense		25 00
	10	N. W. Bell Telephone Co.	1 50	Telephone and telegraph and taxes \$.15		1 50
	10	W. S. Ganet	8 20	Travel		8 20
	11	James Cole	10 50	Maintenance		10 50
	11	Wm. Weis	13 65	Maintenance		13 65
	11	Standard Oil Co.	39 60	Gas purchases		39 60
	12	Bradshaw, Schenk & Fowler	11 80	(Telephone and telegraph Fees)		8 55 3 25
	12	Standard Glass & Paint Co.	4 85	Maintenance		4 85
	12	Oscar R. Thorson	6 01	Travel expense (Stationery and supplies \$.85)		6 01
	14	Iowa Des Moines Nat'l Bank	15 78	Postage		15 78
	15	George Gonyier	37 50	Salaries and wages		37 50
	15	John Burke	37 50	Salaries and wages		37 50
	15	Vance Thompson	55 40	(Salaries and wages Maintenance)		50 00 5 40
	15	Oscar R. Thorson	50 00	Salaries and wages		50 00
	25	Mrs. Alex Miller	1 00	Fees		1 00
	31	George Gonyier	37 50	Salaries and wages		37 50
	31	John Burke	37 50	Salaries and wages		37 50
	31	Vance Thompson	55 76	(Salaries and wages Maintenance)		50 00 5 76
	31	Oscar R. Thorson	50 00	Salaries and wages		50 00
	31	Phoenix Finance Corp.	50 00	Salaries and wages		50 00
	31	Bank debits	1 00	Taxes		1 00
Aug.	3	Federal tax on checks	04	Taxes		04
	10	Hoag Adv. Service	197 60	Advertising and signs		197 60
	8	Interstate Power Co.	16 13	(Oil station expense Rent, light and heat)		1 03 15 10
	8	Lyle Signs, Inc.	7 53	Outdoor signs		7 53
	8	Julius Keith Estate	21 58	(Maintenance Misc. expense)		8 68 12 90
	8	Iowa Multigraphing Co.	3 00	Misc. expense		3 00
	8	N. W. Bell Telephone Co.	3 00	Telephone and telegraph		3 00
	8	Berkowitz Envelope Co.	1 95	Stationery and supplies		1 95
	8	Iowa Multigraphing Co.	9 33	Miscellaneous expense		9 33
	8	Gilbertson Schafer & Co.	148 60	(Outdoor signs Maintenance)		73 55 75 05
	9	H. T. Wagner	10 00	(Postage Miscellaneous expense)		6 94 3 06
	10	Tax Dept. — Delaware	3 00	Miscellaneous expense		3 00
	14	Standard Oil Co.	105 70	Gas and oil purchases		105 70
	15	George Gonyier	40 00	Salaries and wages		40 00
	15	John Burke	40 00	Salaries and wages		40 00
	21	Fish Sign Co.	100 00	Advertising (via accounts payable)		100 00
	28	Collector of Internal Revenue	100 00	Taxes		100 00
	30	George Gonyier	40 00	Salaries and wages		40 00
	30	John Burke	40 00	Salaries and wages		40 00
	28	Geo. W. Huntley	12 50	Travel expense		12 50
	28	Frank C. Fish	12 50	Travel expense		12 50
	28	H. T. Wagner	12 50	Travel expense		12 50

(Forward)

\$452,543 81

\$213,402 87

\$ 96,044 98

\$ 59,900 02

\$ 7,624 81

\$ 63,126 08

\$12,445 05

Cash Disbursements (Cont'd)

	Paid To	Amount	Account Charged	To Phoenix Group	To Shaffer & Co. On Four Contracts	Other Construc- tion Costs	To S. S. H. Co. on Account	Expenses, Furniture, Equipment, Etc.	To Stock- holders
	(Brought forward)	\$452,543.81		\$213,402.87	\$ 96,044.98	\$ 59,900.02	\$ 7,624.81	\$ 63,126.08	\$12,445.05
28	F. T. Hartman	12 50	Travel expense					12 50	
28	Harold Gannitz	37 50	Travel expense					35 50	
28	D. F. Wolfe	37 50	Travel expense					37 50	
28	A. B. Wilder	43 50	Travel expense					43 50	
28	H. Hachlin	11 50	Travel expense					11 50	
26	J. H. Thompson	60 00	Salaries and wages					60 00	
28	Helen Ingols	10 00	Salaries and wages					10 00	
29	H. T. Wagner	12 50	Travel expense					12 50	
29	G. W. Huntley	12 50	Travel expense					12 50	
30	Bank debits	36	Taxes					36	
5	N. W. Bell Telephone Co.	2 90	Telephone and telegraph					2 90	
5	J. F. Bechtel	4 00	Maintenance					4 00	
5	Interstate Power Co.	17 50	(Oil station expense (Rent, light and heat					1 03	
5	Fish Sign Service	200 00	Advertising (account payable \$100.00)					16 47	
5	American Lithographing Co.	50 00	Advertising					200 00	
5	H. T. Wagner	400 00	Fees					50 00	
5	Harold Gannitz	12 50	Travel expenses					400 00	
5	D. F. Wolfe	12 50	Travel expenses					12 50	
5	H. Hoehlen	11 50	Travel expenses					12 50	
16	John Burke	40 00	Salaries and wages					11 50	
16	George Gonyier	40 00	Salaries and wages					40 00	
18	Clerk of U. S. Dist. Court	7 50	Fees					40 00	
22	American Lithographing Co.	200 00	Advertising and signs					7 50	
22	A. H. Schubert	125 00	Licenses, taxes and fees (via accounts payable)					200 00	
22	F. C. Fish Sign Co.	300 00	Advertising and signs					125 00	
22	Helen Ingols	50 00	Misc. expenses					300 00	
25	Bank — debit	58	Taxes					50 00	
	Totals	\$454,255.65		\$213,402.87	\$ 96,044.98	\$ 59,900.02	\$ 7,624.81	58	\$12,445.05

Filed in the District Court March 11, 1940.

[fol. 786]

(Exhibit K.)

(Incorporated by reference in Phoenix Finance Corporation's Answer and Cross-Bill.)

Stock Purchase Agreement.

This agreement made and entered into in duplicate by and between John W. Schaffer & Company, a Minnesota Corporation, hereinafter referred to as "Seller", and Thompson & Co., an Iowa corporation, hereinafter referred to as "Buyer", witnesseth:

In consideration of One Dollar (\$1.00) in hand paid and a purchase note bearing date of Nov. 26, 1930, for the principle sum of \$224,000.00 and bearing interest at the rate of 8% per annum after March 1, 1931, payable by Thompson & Co. to John W. Schaffer & Company on demand, receipt of which note and One Dollar (\$1.00) is hereby acknowledged by the Seller and in consideration of the premises it is agreed as follows:

The "Seller" hereby sells and the "Buyer" hereby buys 1400 shares Class "A" Preferred and 1800 shares Class "B" Common stock of the Iowa-Wisconsin Bridge Co. at purchase price of Seventy Dollars (\$70.00) per share. Said shares are represented by certificates as follows:

Certificate No. N 775 for 750 shares Class "A"
Certificate No. N 776 for 650 shares Class "A"
Certificate No. N 776 for 650 shares Class "B"
Certificate No. N 775 for 1150 shares Class "B"

receipt of which certificates is hereby acknowledged by the Buyer.

The Seller warrants the transfer and conveyance of clear title to said shares and agrees to defend the Buyer against any and all claims of all persons whatsoever and to save and make the Buyer whole in event of any loss by reason of any fault in said title.

The Seller agrees to accept from the Buyer as creditable to said purchase note and to endorse on the back of said note upon the receipt of same any and all shares of stock hereby conveyed and purchased, whether Class "A" or Class "B", and at the same price paid herein, namely,

seventy Dollars (\$70.00) for each and every share so tendered, said shares to be properly endorsed by the Buyer for transfer.

The Seller agrees that the Buyer may pay off and close out said purchase note at any time by paying it in full, either by cash or returning any of said shares at Seventy Dollars (\$70.00) per share and/or by transfer and delivery to the Seller of any of the considerations taken in payment for said shares by Thompson & Co., said considerations to be creditable to said purchase note at the same price allowed upon the resale of said shares by Thompson & Co. without appreciation or depreciation or by any combination of any of said returned stock, considerations or cash, provided that the sum total of the values applied to said note as herein provided must equal the unpaid amount due on said purchase note.

It is agreed that other credits may be mutually agreed upon between the Buyer and Seller from time to time and that the unpaid balance on said note may properly be reduced by said credits as they may be endorsed thereon.

The Buyer agrees that the Seller may have at all times a first lien against the unsold shares herein conveyed for the [fol. 787] sum remaining unpaid on said purchase note.

Signed this 26 day of November, 1930, for and on behalf of the respective corporations' parties hereto by their duly authorized officers.

(Seller) JOHN W. SCHAFFER &
COMPANY,
By John W. Shaffer, Pres.

Witness:
John W. Hartwig.

(Buyer) THOMPSON & CO.
By M. K. Thompson, Secy.
Treas.

Witness:
.....

[fol. 788] (Mandate of the Circuit Court of Appeals,
Eighth Circuit.)

United States of America—ss.:

The President of the United States of America,

(Seal)

To the Honorable the Judges of the District Court of the
United States for the Northern District of Iowa—
Greeting:

Whereas, lately in the District Court of the United States for the Northern District of Iowa, before you, or some of you in a cause between First Trust & Savings Bank, formerly named Bechtel Trust Company, and A. H. Schubert, as Trustees; and Phoenix Finance Corporation, Inc., Complainants, and Iowa-Wisconsin Bridge Company, a corporation, Defendant, and Fayette D. Kendrick, Warren G. Hayes, Anna W. Shuster, T. H. Bakewell, and Ernest W. Haverland, Interveners, No. 220, In Equity, wherein the decree of the said District Court in said cause, entered on the 1st day of December, A. D. 1936, was in the following words, viz.:

“The above entitled cause came before the Court on the first day of December, 1936, it being the first day of the December 1936 Term of this Court, for the filing of Opinion, ruling upon exceptions to the Master’s Report, taking final submission of the cause upon the Master’s Report and his advisory findings and the evidence in the cause, and the entry of a Final Decree.

On the 5th day of December, 1934, the cause being at issue and upon the trial docket, was referred to the Hon. James W. Kindig, as Master in Chancery to take the evidence in the cause and report findings of fact and conclusions of law. On the 10th day of March, 1936, the Master having taken all of the evidence in the cause, filed his report embodying his findings and conclusions, and thereafter exceptions were filed to said report by the First [fol. 789] Trust & Savings Bank formerly named Bechtel Trust Company, and A. H. Schubert, Trustees, and Phoenix Finance Corporation, plaintiffs, and by [defendant] and interveners. And on the 13th day of June, 1936, all

respective parties appearing by their counsel and by agreement of all parties all exceptions to the Master's Report were argued and submitted at the United States Court Room at Fort Dodge, in the Central Division of this District. And thereafter the Court received briefs from all counsel, examined and considered the Master's Report and also all evidence taken before the Master. And the Court now being fully advised in the premises, makes and enters the following rulings:

The exceptions of the plaintiffs, trustees, numbered one to eight inclusive, and of Phoenix Finance Corporation, numbered one to six inclusive, are overruled and exceptions are reserved to the respective plaintiffs. Defendant and interveners' exceptions numbered one, two, five and ten having been withdrawn, are not further noticed. Defendant and interveners' exceptions numbered three, four, six and seven are overruled, and exceptions reserved to the defendants and interveners. And defendant and interveners' exceptions numbered eight, nine and eleven are sustained, with exceptions reserved to all opposing parties.

The Court having ruled upon all exceptions, and allowed exceptions to all rulings, now takes final submission of the cause upon the Master's advisory report, findings and conclusions, and upon all evidence taken before the Master and upon depositions filed in the cause and introduced before and considered by the Master.

And the Court now being fully advised in the premises, it is Ordered, Adjudged and Decreed that the findings and conclusions of the Master, except as modified and amplified by additional findings, be adjudged as the findings and conclusions of the Court, with such additional findings and conclusions as are filed in the cause. That the mortgage and bonds in suit were fraudulently issued. That all bonds are without valid consideration, with the exception of the bonds aggregating \$15,000., hereinafter specified.

[fol. 790] That the bill of the plaintiffs be dismissed as to the plaintiff, Phoenix Finance Corporation, and that the prayer of the bill be denied, except in so far as the Decree provides for the protection of the holders of said \$15,000. in bonds. That foreclosure and sale of the mortgaged

property be denied, but that in lieu thereof all earnings and revenues of the Iowa-Wisconsin Bridge Company over and above such as may be [absolutely] necessary to pay maintenance, operating expenses and taxes, be sequestered and impounded for the purpose of paying the following bonds with interest, to-wit, \$4,000. in bonds, due Bradshaw, Schenk and Fowler, \$6,000. in bonds, due Helmer N. Anderson, and \$1,000. in bonds, due each of the following, Laura B. Baker, J. W. Dempsey, Lyle Sign Company, M. B. Stone, and Cobb, Hoke, Benson, Krause and Faegre, or their respective assigns. That the property be retained under receivership until these obligations, with interest, are fully paid either out of the revenues sequestered as aforesaid, or by other funds found and furnished by the Bridge Company.

Jurisdiction is hereby reserved to deal with all matters arising under the receivership and in connection with adjustment and payment of taxes and counsel fees.

It is further Ordered, Adjudged and Decreed that the entire costs in the case be taxed to the plaintiffs, First Trust & Savings Bank, formerly named Bechtel Trust Company, and A. H. Schubert, Trustees, and Phoenix Finance Corporation. To all of which the plaintiffs have duly excepted.

GEO. C. SCOTT,
United States District Judge."

as by the inspection of the transcript of the record of the said District Court, which was brought into the United States Circuit Court of Appeals, Eighth Circuit, by virtue of an appeal agreeably to the act of Congress, in such case made and provided, fully and at large appears;

And Whereas, at the May term, in the year of our Lord one thousand nine hundred and thirty-eight, the said cause [fol. 791] came on to be heard before the said United States Circuit Court of Appeals on the transcript of record from the said District Court, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged, and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is here-

by, affirmed with costs; and that the Iowa-Wisconsin Bridge Company, a corporation, Defendant, and Fayette D. Kendrick, Warren G. Hayes, Anna W. Schuster, T. H. Bakewell and Ernest W. Haverland, Interveners, have and recover against the First Trust and Savings Bank and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, the sum of Twenty Dollars for their costs herein, to be collected in accordance with law.

August 11, 1938.

You, therefore, are hereby commanded that such proceedings be had in said Cause, as according to right and justice, and the laws of the United States, ought to be had, the said appeal notwithstanding.

Witness, the Honorable Charles E. Hughes, Chief Justice of the United States, the 3rd day of April, in the year of our Lord one thousand nine hundred and thirty-nine.

Costs of Appellees:

Attorney \$20.00

 \$20.00

E. E. KOCH,
 Clerk of the United States
 Circuit Court of Appeals,
 Eighth Circuit.

Filed in the District Court April 5, 1939.

[fol. 792] (Findings of Fact and Conclusions of Law of District Court.)

This cause came on for further and final hearing before the Court on the 11th day of March, 1940 at Sioux City, Iowa, by consent of the parties:

F. A. Ontjes and Wm. C. Green appearing as attorneys for the defendant, Iowa-Wisconsin Bridge Company, and for the interveners;

James R. Morford and Casper Schenk appearing as attorneys for Phoenix Finance Corporation, one of the complainants;

Said matter was heard upon the verified Supplemental and Ancillary Bill of defendant and amendment thereto on file in the above entitled cause, the exhibits and papers

referred to in said Supplemental and Ancillary Bill, and Answer of the complainant, Phoenix Finance Corporation, and the evidence adduced upon the trial:

Now after having heard counsel and due consideration, the Court makes the following findings of facts:

[fol. 793]

One.

The above entitled action was commenced by the Bechtel Trust Company (now First Trust & Savings Bank), an Iowa corporation, and A. H. Schubert, a citizen of Wisconsin, as Trustees, complainants against the Iowa-Wisconsin Bridge Company, a Delaware corporation, defendant, on or about the 28th day of August 1933 for the foreclosure of an alleged bond issue and deed of trust of the Iowa-Wisconsin Bridge Company in the sum of \$200,000.00. The bill alleged jurisdiction based on diversity of citizenship, the issuance by the Iowa-Wisconsin Bridge Company of \$200,000.00 of bonds and mortgage deed of trust to secure the same covering all of its property, and alleged default in the payment of principal and interest on said bonds and taxes on the bridge company's property and acceleration of due date and authority of the trustees to sue under the terms of the trust deed and prayed among other things: (1) An accounting; that an account be taken of the bonds and interest coupons secured by said mortgage deed of trust and the amount due on said bonds for principal and interest or otherwise, and of the amounts expended or to be expended by complainants and that the Iowa-Wisconsin Bridge Company be decreed to pay the amount found due on such accounting, together with costs and expenditures, a short day to pay to be fixed by the Court, and that in default of such payment the mortgaged property be sold to satisfy the amount so found due and costs and that in case of such sale the Iowa-Wisconsin Bridge Company and all persons claiming by, through or under it be barred and foreclosed of all equity redemption; (2) a judgment and decree against the bridge company for the deficiency, if any; (3) an order for the appointment of a receiver and (4) general equitable relief.

[fol. 794] That on the 28th day of August 1933 an Answer was filed on the part of the Iowa-Wisconsin Bridge Com-

pany, admitting diverse citizenship of the parties and admitting the execution of a purported mortgage deed of trust and the issuance of purported bonds secured thereby but denying the validity of the bonds and mortgage deed of trust, alleging the belief of defendant that a large part of the bonds were improperly executed and delivered; alleged the belief that there was a good defense to all or part of complainant's claim; alleged conflicting interests of common directors of the bridge company and Phoenix Finance System, Inc. and denying complainant's right to the appointment of a receiver and prayed the protection of the Court.

That on the 28th day of September 1933 the Court on motion of the complainants appointed a receiver of all of the property of the Iowa-Wisconsin Bridge Company of every kind and took the same into legal custody and the Court then had full, complete and exclusive jurisdiction of the parties and subject matter of the action.

That on the 5th day of December, 1933 Fayette D. Kendrick, a stockholder of the Iowa-Wisconsin Bridge Company, and a citizen of Minnesota, with leave of court, filed a petition of intervention in behalf of the defendant, himself and all other stockholders similarly situated, alleging, as later amended, that all of the bonds and mortgage deed of trust were issued as a part of a fraudulent scheme, plan and conspiracy with intent to cheat and defraud the Iowa-Wisconsin Bridge Company and its stockholders out of their property; that the bonds and mortgage were fraudulent, without consideration, invalid and void, and were procured by John A. Thompson and his associates in conspiracy, officers and directors of the Phoenix Finance Corporation and its predecessor, Phoenix Finance System, Inc., by dominating and controlling the bridge company and by acting as officers and directors of the latter and while occupying dual position as common directors of the Iowa-Wisconsin Bridge Company and of the Phoenix Finance Corporation; and that part of the aforesaid bonds were procured by the Phoenix Finance Corporation while fraudulently cancelling and exchanging Iowa-Wisconsin Bridge Company stock therefor in fraud of other stockholders; that none of the bonds had passed to inno-

cent purchasers for value without notice; that the said John A. Thompson and his associates in conspiracy were still in control of the defendant bridge company and that demand by interveners to obtain relief from or through said defendant would be unavailing.

That after the filing of the petition of intervention, which by order of court was permitted to stand as an answer in behalf of defendant, Iowa-Wisconsin Bridge Company, the intervener moved the court for permission to bring in the Phoenix Finance Corporation, holder and owner of 90% of the outstanding bonds, as a co-complainant with the trustees, and the Court so ordered, and the Circuit Court of Appeals of the Eighth Circuit in its opinion has determined that the Phoenix Finance Corporation thereby became an ancillary party in the cause of which the Court already had complete jurisdiction. And it has also been found by this Court that the whole proceeding in this cause was instigated and conducted by Phoenix Finance Corporation with counsel of its own selection.

On the 24th day of February 1934 the Phoenix Finance Corporation filed an Answer to the petition of intervention in substance on information and belief denying all the allegations thereof except averring that it was the owner and holder of bonds in large amount of the Iowa-Wisconsin Bridge Company.

[fol. 796] That on the 5th day of December 1934 this Court with the agreement of parties, entered an order of reference to a special master to hear all of the issues and to take the evidence and proofs according to law, to examine the questions in issue and to report from said evidence his findings of fact and conclusions of law in respect to all of the issues herein, to report his conclusions as to whether the evidence and pleadings entitled complainants or other parties herein to relief, or to any part thereof prayed for in their respective pleadings.

That this cause was accordingly heard before the Master and evidence taken and his report filed; and that after the filing of such report the Phoenix Finance Corporation filed elaborate exceptions to the Master's report, setting forth in detail all considerations claimed to have passed

from it to the bridge company and to form any basis or foundation or consideration for the bonds held by it of the Iowa-Wisconsin Bridge Company, and that this court on examination of such exceptions has found that no consideration existed for any of said bonds held by the Phoenix Finance Corporation and the Eighth Circuit Court of Appeals has held that any consideration claimed by the Phoenix Finance Corporation was more than offset by what is due the bridge company from the Phoenix Finance Corporation.

That after the ruling on exceptions of the Phoenix Finance Corporation by this Court a petition for rehearing and modification of decree on the part of Phoenix Finance Corporation to be permitted to have withheld from the adjudications various items was denied and the items and matters hereinafter mentioned were included in the adjudications.

Two.

The Court finds that notice of motion for leave to file [fol. 797] supplemental and ancillary bill in this cause dated September 11, 1939 was duly served on the complainant Phoenix Finance Corporation by service of said notice, with copy of said supplemental and ancillary bill attached, on Casper Schenk, resident agent of said corporation in the State of Iowa, and upon said Casper Schenk as attorney of record for said corporation, on the 12th day of September, 1939, for hearing of said motion on the 18th day of September, 1939, at 3 o'clock P. M., before this Court in the United States Court Room at Waterloo, Iowa.

Two-A.

That on the 18th day of September, 1939 at 3 o'clock P. M. said motion came on for hearing, and on said date an order was entered, this Court granting leave to the said defendant to file said supplemental and ancillary bill and thereafter, upon application and motion of the defendant for preliminary injunction, an order of preliminary injunction was made. That thereafter, by consent of parties, this cause was duly assigned for hearing before the Court on the 11th day of March, 1940 at 2 o'clock P. M., at Sioux City, Iowa.

Three.

That the above entitled cause was commenced by the Bechtel Trust Company (now First Trust & Savings Bank) and A. H. Schubert as trustees on an alleged deed of trust and bonds at the request and instigation of the complainant Phoenix-Finance Corporation against the Iowa-Wisconsin Bridge Company and that a receiver was appointed of all the property of the bridge company and that thereafter petitions of intervention were filed by the above named interveners with leave and by order of court to defend said action; and the Phoenix Finance Corporation made a [fol. 798] party complainant by order of court; and that said cause was heard and decree rendered as hereinafter set forth.

Four.

That the fourth finding of fact of preliminary injunction is eliminated. The Court finds that on the first day of December, 1936, the Court filed its opinion and Findings of Fact and final decree, which was entered of record.

Five.

That following the entry of the decree aforesaid the complainant Phoenix Finance Corporation filed a petition for rehearing and prayed in the alternative that the decree be modified so as to withhold from adjudication the question of the validity of the \$50,000 mortgage dated March 10, 1931, by permitting Phoenix Finance Corporation to institute an action at law against the bridge company if it so desired, for money had and received and that there be reinvested in said Phoenix Finance Corporation 517 shares of "A" stock surrendered in exchange for bonds. That the petition for rehearing and for modification of the decree were denied.

Six.

That appeal from the said decree, orders, rulings and adjudication of this Court was taken to the Circuit Court of Appeals of the Eighth Circuit by the above-named complainants, where the same was affirmed. That petition for Writ of Certiorari to the Supreme Court of the United States was denied and the mandate of the Circuit Court

of Appeals was issued on the third day of April, 1939, and on the 6th day of April, 1939, was filed and entered in the office of the Clerk of this Court.

[fol. 799]

Seven.

That the above entitled action was commenced about the 28th day of August, 1933. That a large number of depositions were taken which involved a great deal of time, very voluminous transcripts, hundreds of exhibits; the trial of this cause before the Master involved a number of weeks and at the said trial a large amount of additional oral testimony was taken; that the hearing before this Court on exceptions involved months of work and that the hearing before this Court to settle the record and of this cause before the Circuit Court of Appeals involved many weeks of additional work; that in said action various claims of the Phoenix Finance Corporation were fully heard and adjudicated; that to relitigate the matters determined, piecemeal or otherwise, would subject the bridge company to great expense and impair its credit and business to its irreparable injury.

Eight.

That notwithstanding the final adjudication and order of the District Court of the United States for the Northern District of Iowa, the complainant, Phoenix Finance Corporation is disregarding said adjudication and order, and for the purpose of attempting to invalidate and nullify the lawful decree and order of this Court and for the purpose of depriving the defendant of the fruits of said adjudication and for the purpose of harassing, vexing and annoying and destroying the business of the defendant, has commenced and is prosecuting and is about to prosecute in the State of Delaware numerous and divers suits and actions involving the same matters fully and finally determined by this Court, and has further and in contempt of this Court filed for record and recorded the \$50,000 mortgage hereinbefore and hereinafter referred to held by this Court to be fraudulent and invalid.

[fol. 800]

Nine.

That the Phoenix Finance Corporation has commenced and is prosecuting the following suits against the said defendant:

a. Said Phoenix Finance Corporation filed an action entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware, versus the Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware in the Superior Court of the State of Delaware in and for New Castle County, being case No. 39 November Term 1936, the summons of said action being dated September 29, 1938, and the alleged cause of action being based on two certain alleged promissory notes, one of \$2000 dated December 15, 1932 and one of \$3125 dated January 20, 1933, which were involved in the above entitled cause and the adjudication thereof; that in this cause it was claimed that said notes and the alleged considerations thereof formed part of the consideration for the issuance of \$20,100 of the bonds involved in this action. That this Court found that the said bonds were fraudulently issued and wholly without consideration and were more than offset by indebtedness of Phoenix Finance Corporation and its predecessor Phoenix Finance System, Inc. to this defendant, Iowa-Wisconsin Bridge Company. That in said cause in Delaware the defendant, Iowa-Wisconsin Bridge Company interposed the defense of res judicata and other defenses, such as want of consideration. That said cause was tried on the issue raised by the plea of res judicata, but has not yet been determined by the Delaware Court.

b. That on or about the 20th day of February 1939 the said Phoenix Finance Corporation commenced an action in the Court of Chancery of the State of Delaware in and for New Castle County entitled Phoenix Finance corporation, a corporation of the State of Delaware, plaintiff versus Iowa-Wisconsin Bridge Company, a corporation of the [fol. 801] State of Delaware, defendant, and caused subpoena to be issued therein and served on said defendant and filed bill of complaint on February 18th, 1939, asking to recover 517 shares of Class "A" stock of the Iowa-Wisconsin Bridge Company, which was surrendered and cancelled at the time said Phoenix Finance Corporation fraudulently procured the issuance of \$60,500 of bonds involved in and as found in this action, and which stock this court and the Circuit Court of Appeals ordered, ad-

judged and found the said Phoenix Finance Corporation was not entitled to have reissued to it. That the defendant has answered in said cause, but that said cause has not been tried.

* c. That the said Phoenix Finance Corporation has commenced an action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company duly organized and existing under the laws of the State of Delaware, being case No. 65 September Term 1939, and has caused summons to be issued against said Iowa-Wisconsin Bridge Company returnable at Wilmington, Delaware on the 18th day of September next to answer said Phoenix Finance Corporation of a plea of trespass on the case, etc.; that said summons was caused to be issued on the 22nd day of June, 1939, and served on the defendant. That the alleged cause of action in said suit is based upon an alleged promissory note of \$500.00, dated December 31, 1932, an alleged promissory note for \$12,110.19, dated July 7, 1933, an alleged claim for \$15,000 for money claimed to have been lent and advanced by defendant to plaintiff in that case and upon alleged claim for \$7000.00 claimed to have been for money due and payable from the defendant to the plaintiff in that case, Phoenix Finance Corporation, for interest and forbearance. That the said alleged promissory notes of \$500.00 and \$12,110.19 were involved in the above entitled cause and the adjudication thereof; that in this cause it [fol. 802] was claimed that said notes and the alleged considerations therefor formed part of the consideration for the issuance of \$20,100 of bonds involved in this action. That this court found that the said bonds were fraudulently issued and wholly without consideration and were more than offset by indebtedness of Phoenix Finance Corporation and its predecessor, Phoenix Finance System, Inc. to this defendant, Iowa-Wisconsin Bridge Company. That as to the alleged claim for \$15,000.00 this is a mere restatement of the alleged cause of action on the notes aforesaid stated in different form and in the alternative and the alleged claim for \$7000.00 is merely a claim for interest on the notes aforesaid set forth in a different form and

in the alternative. That all of said alleged claims were involved in and adjudicated in the above-entitled cause in this Court.

d. That the said Phoenix Finance Corporation commenced another action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, duly organized and existing under the laws of the State of Delaware, being Case No. 64, September Term 1939, and caused summons to be issued against said Iowa-Wisconsin Bridge Company returnable at Wilmington, Delaware on the 18th day of September next to answer said Phoenix Finance Corporation of a plea "that it hold and keep with it the covenant between them made according to the force and effect of said articles of agreement between them. etc." That the said Phoenix Finance Corporation caused said summons to be issued on the 22d day of June, 1939, and caused the same to be served on the defendant. That the alleged cause of action in said suit is based on an alleged agreement claimed to have been entered into between Phoenix Finance System, Inc., John W. Shaffer and Company, and Iowa-Wisconsin Bridge [fol. 803] Company, dated November 10, 1930, under and by virtue of which said Phoenix Finance Corporation claims defendant became indebted to Phoenix Finance System, Inc. in the sum of \$21,262.71, claims to be the assignee of said Phoenix Finance System, Inc. and claims the total sum of \$50,000.00 for principal and interest; that attached to the declaration in said case is a copy of said purported agreement. That said agreement so referred to in said declaration and sued upon is the same agreement described and referred to by this Court in its finding of fact #24, appearing at pages 13, 14 and 15 of Exhibit B attached to the Supplemental and Ancillary Bill of Complaint, which the Court found to be without consideration, a fraud upon the bridge company, void and ultra vires.

e. That the said Phoenix Finance Corporation commenced another action in the Superior Court of Delaware

in and for New Castle County, entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, being case No. 79 September Term 1939, and caused summons to be issued against said Iowa-Wisconsin Bridge Company returnable at Wilmington, Delaware on the 18th day of September next to answer said Phoenix Finance Corporation of a plea of trespass on the case, etc. That said Phoenix Finance Corporation caused said summons to be issued on the 11th day of July, 1939 and served on the defendant. That the alleged cause of action in said suit is based on certain of the bonds which were involved in the above entitled action, to-wit: One series B Bond No. 93 in the face amount of \$500.00; one Series B Bond No. 97 in the face amount of \$500.00. That this Court in its final decree, adjudged and held that all bonds held by Phoenix Finance Corporation were invalid, fraudulent and issued without consideration, and that this Court found certain bonds [fol. 804] which had been issued to Helmer Anderson in the total amount of \$7400.00 to be valid to the extent of \$6000.00 only, and directed that said sum of \$6000.00 be paid from income of the bridge company; that said Series B Bonds Nos. 93 and 97, upon which suit has been commenced in the State of Delaware as hereinbefore set forth, are portions of the \$7400.00 of the bonds issued to Helmer Anderson and allowed in part by this Court as aforesaid.

That sixty/seventy-fourths (60/74) of the face value of said bonds with accrued interest to May 1, 1939, has been available since May 1, 1939, and will be paid to the lawful holder of said bonds by the Receiver of this Court on surrender of said bonds.

f. That all ultimate facts and issues involved and presented in each of the actions above referred to now pending in the courts of the State of Delaware and brought by the Phoenix Finance Corporation against the Iowa-Wisconsin Bridge Company and specified or referred to in the Supplemental and Ancillary Bill of Complaint as amended of the Iowa-Wisconsin Bridge Company, were within the issues involved and were fully considered and determined by the Trial Court in its original Final Decree

and order denying petition for re-hearing and for modification of decree, which Court Order and Decree were affirmed by the Circuit Court of Appeals of the Eighth Circuit.

Cause No. 159, September Term, 1939, in the Superior Court of the State of Delaware in and for New Castle County, involving alleged toll tickets, and defenses thereto, is excepted herefrom.

Ten.

That John A. Thompson, who was found by this Court in this case, as controlling the Phoenix Finance Corporation, while dominating and controlling the Bridge Company in a [fol. 805] fraudulent scheme, plan and conspiracy to cheat and defraud the bridge company and stockholders, asserted on the 8th day of July, 1939 that there never was any litigation between Phoenix and the bridge company; that the alleged indebtedness of the bridge company and the Phoenix could be properly presented and put down in the Delaware Courts; that there were six cases down there now that would be carried on through the Courts in the next few months; one all finished, except the decision of the Court, and five others to follow.

Eleven.

That said John A. Thompson on the 23rd day of November, 1938 wrote the stockholders of the Iowa-Wisconsin Bridge Company: "I am not asking you or any other man to help me or to help Phoenix; Phoenix does not need any help in its fight to maintain its creditor position. In the end the facts will all be proved in competent courts, I am not a bit disturbed about the final outcome," etc.

That on the 12th day of June, 1939, the said John A. Thompson, president of the Phoenix Finance Corporation wrote to a stockholder and director of the Iowa-Wisconsin Bridge Company:

"Now Phoenix claimed outright ownership of \$97,000 and \$60,500, or a total of \$157,500 of Bridge bonds. The \$60,500 were bonds received in connection with the retirement of 517 shares of preferred stock which was unquestionably owned and paid for by Phoenix, so if the bonds were no good, certainly the Bridge Company must return the 517 shares of preferred stock to Phoenix. A suit is now

pending in Delaware to enforce the Bridge Company to do that which it should in fairness and honesty do without a lawsuit, and there is not the slightest doubt that the Delaware Courts will make the Bridge Company make good on the \$60,500 of bonds or return the 517 shares of [fol. 806] preferred stock. So while this lawsuit may have resulted in the elimination of the \$60,500 of bonds as a bonded debt, that was not a gain of \$60,500 to the Bridge Company by any means.

"As to the \$97,000 worth of bonds, even if the mortgage deed of trust had been adjudicated and eliminated, and it is still shown that the Bridge Company owes the \$97,000 for legitimate borrowings, it makes little difference whether the Bridge Company pays the debt by reason of a mortgage foreclosure or by way of a judgment and execution against the Bridge.

"We have to this point accounted for \$22,400 of bonds in the hands of third parties, eliminated by legitimate retirement of the full amount owing thereon, and \$157,500 worth of bonds, the collection of which has been temporarily stayed, making a total of \$179,900 and leaving \$20,100 yet to be accounted for.

"These \$20,100 of bonds were pledged as collateral against Bridge Company notes for borrowed money, totaling \$17,735.19. Suits are now pending on these notes in the Delaware courts, and there is not the slightest chance that they will not be collected, because here Phoenix will have opportunity to present its evidence, which was never done in any of the proceedings in Federal Court, and could not properly be done because Phoenix and The Bridge Company, both being Delaware Corporations, could not carry on as proper parties with adverse interests in a Federal Court proceeding, as you well know."

That all of said matters were involved in this cause and determined by this court's decisions.

Twelve.

That on June 2, 1939 the complainant, Phoenix Finance Corporation, caused to be recorded in the office of the County Recorder in Book L, Pages 625, 626 of Allamakee County, Iowa, and on the 18th day of May, 1939, caused to

[fol. 807] be recorded in the office of the Registrar of Deeds of Crawford County, Wisconsin, in Volume 153 page 293, an alleged mortgage of the Iowa-Wisconsin Bridge Company to the Phoenix Finance System, Inc., in the sum of \$50,000 dated March 10, 1931, which this court in this cause found to be without consideration, fraudulent and void, issued as a part of a scheme, plan and conspiracy to cheat and defraud the bridge company and its stockholders. That by the recording of said alleged mortgage said Phoenix Finance Corporation has wrongfully cast a cloud upon the title of the defendant to its property and has attempted to render null and void that portion of the findings and decree and order of this Court finally determining the invalidity of said mortgage.

Thirteen.

That the complainant Phoenix Finance Corporation as hereinbefore set forth is threatening to and unless restrained by this Court will proceed to institute and prosecute actions as aforesaid and will permit to remain on record the invalid \$50,000 mortgage aforesaid; that unless said complainant Phoenix Finance Corporation is restrained by this Court as herein prayed the defendant will be deprived of the fruits and advantages of the judgment, decree and orders of this Court in this cause and said complainant will continue with vexatious suits in utter disregard thereof; that the acts of said Phoenix Finance Corporation will cast a cloud over defendant's title and franchise because of a multiplicity of vexatious suits brought and to be brought against defendant and it will be damaged in a way that cannot be repaired or estimated at common law, and from these threatened wrongs the defendant has no remedy at common law but the only remedy is in equity.

From the foregoing Findings of Fact the Court makes the following conclusions of law:

[fol. 808] 1. That all the issues and ultimate facts litigated or for which under the issues joined, opportunity was offered for litigation upon the trial under the original Bill of Complaint as amended, were adjudicated on the entry of the final judgment and decree in the original case and by the order denying the petition for re-hearing and in the alternative for modification of decree.

2. That all ultimate facts and issues involved and presented in each of the actions now pending in the State of Delaware was referred to in the Findings of Fact and brought by the Phoenix Finance Corporation against the Iowa-Wisconsin Bridge Company, were within the issues and involved in considering the validity of the issue of bonds, the legality of which was in controversy on the trial of the original case, and were adjudicated by the final decree entered in the original case, and the order denying the petition for re-hearing and in the alternative for a modification of the decree. Cause No. 159, September Term, 1939, in the Superior Court of the State of Delaware in and for New Castle County, involving alleged toll tickets and defenses thereto, is excepted herefrom.

3. That upon the showing and proofs contained in the Iowa-Wisconsin Bridge Company's supplemental and ancillary verified bill of complaint as amended and supporting papers verified and submitted therewith, and upon the evidence judicially noticed and submitted upon the trial, the Iowa-Wisconsin Bridge Company is entitled to a permanent injunction restraining the Phoenix Finance Corporation, its officers, agents, servants, employees and attorneys, and all those persons in active concert or participation with them who receive actual notice of the Order by personal service or otherwise, from instituting, prosecuting or continuing the prosecution of any and all actions in any court in the State of Delaware or elsewhere drawing in question any of the facts or issues presented in any of the [fol. 809] cases now pending in the State of Delaware, or drawing in question any of the ultimate facts and issues adjudicated by the final decree entered on the trial of the original case. And said Phoenix Finance Corporation, and its officers, agents, servants, employees and attorneys and all those acting by or through or for it or them and its successors and assignees, should be enjoined and restrained jointly and severally, from in any wise proceeding, conducting, or carrying forward, in any manner whatsoever, or causing, procuring, or suffering to be conducted or carried forward in any manner whatsoever, any and all stipulations, motions and proceedings in the following actions or suits heretofore brought, instituted and commenced by said Phoenix Finance Corporation, complainant herein, against

the above named Iowa-Wisconsin Bridge Company, defendant herein, in the Courts of the State of Delaware to-wit:

a. The action entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation organized and existing under the laws of the State of Delaware in and for New Castle County, being Case No. 39, November Term 1938, the summons of said action being dated September 29, 1938, and the alleged cause of action being based on two certain alleged promissory notes, one of \$2000 dated December 15, 1932 and one of \$3125 dated January 20, 1933;

b. An action in the Court of Chancery of the State of Delaware in and for New Castle County, entitled Phoenix Finance Corporation, a corporation of the State of Delaware, plaintiff versus Iowa-Wisconsin Bridge Company, a corporation of the State of Delaware, defendant, subpoena in which was issued and served on said defendant and bill of complaint filed February 18, 1939, asking to recover 517 shares of Class "A" stock of the Iowa-Wisconsin Bridge Company.

[fol. 810] c. An action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, duly organized and existing under the laws of the State of Delaware, being Case No. 65, September Term 1939, summons in which was issued returnable at Wilmington, Delaware on the 18th day of September, 1939, which summons was caused to be issued on the 22d day of June, 1939, the cause being upon alleged promissory note of \$500.00 dated December 31, 1932, and alleged promissory note of \$12,110.19 dated July 7, 1933 and alleged claim for \$15,000 for money claimed to have been lent and advanced by defendant and upon an alleged payment for \$7000 claimed to have been for money due and payable from the defendant to the plaintiff in that case.

d. An action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware, versus the Iowa-Wisconsin

sin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, being Case No. 64, September Term 1939, summons of which was returnable on the 18th day of September, 1939, which summons was issued on the 22d day of June, 1939, the alleged cause of action being based on an alleged agreement claimed to have been entered into between Phoenix Finance System, Inc., John W. Shaffer and Company, and Iowa-Wisconsin Bridge Company, dated November 10, 1930, under and by virtue of which said Iowa-Wisconsin Bridge Company is claimed to have become indebted to Phoenix Finance System, Inc., in the sum of \$21,262.71, Phoenix Finance Corporation claiming to be the assignee of the Phoenix Finance System, Inc., and claiming the total sum of \$50,000.00 for principal and interest.

e. A suit commenced in the Superior Court of Delaware in and for New Castle County, Delaware, entitled Phoenix [fol. 811] Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, being Case No. 79, September Term 1939, summons of which was issued returnable on the 18th day of September, 1939, which summons was issued on the 11th day of July, 1939, the alleged cause of action in said suit being based upon one Series B Bond No. 93, in the face amount of \$500.00, and one Series B bond No. 97 in the face amount of \$500.

f. That said Phoenix Finance Corporation, its officers, agents, servants, employees and attorneys, and all those acting by or through or for them, and its successors and assignees jointly and severally, be commanded and ordered forthwith to satisfy, release and remove from the records of the Recorders' office of Allamakee County, Iowa, and from the records of the Registrar of Deeds of Crawford County, Wisconsin, that certain mortgage executed by Iowa-Wisconsin Bridge Company to Phoenix Finance System, Inc., dated March 10, 1931 covering the property and assets of Iowa-Wisconsin Bridge Company, which said mortgage was filed for record and recorded in the Office of the Recorder of said Allamakee County, Iowa on or about the 2nd day of June, 1939 and recorded in Book L, Pages 625, 626,

and which was recorded in the office of the Registrar of Deeds of Crawford County, Wisconsin, on the 18th day of May, 1939 and recorded in Volume 153, Page 293, and that they deliver the original of said mortgage and note secured thereby for cancellation to the Clerk of this Court.

That the Phoenix Finance Corporation, its officers, attorneys, agents and employees be and are restrained and enjoined from commencing any action or actions calling in question the issues or facts adjudicated in this cause.

That the bond on preliminary injunction be and is hereby [fol. 812] exonerated and the Clerk of this Court be and he is hereby directed to return to the Receiver appointed by this Court the sum deposited by said Receiver with the Clerk under said Order for bond.

The foregoing conclusions of law are made by this Court this 11th day of March, 1940.

Let judgment and decree be entered accordingly.

Dated March 23, 1940.

GEO. C. SCOTT,
United States District Judge.

Filed in the District Court March 23, 1940.

[fol. 813] (Opinion of District Court.)

This case arises upon a supplemental and ancillary complaint filed by the Iowa-Wisconsin Bridge Company against Phoenix Finance Corporation, to enjoin the prosecution of a multiplicity of harassing suits in the Courts of the State of Delaware brought upon alleged causes of action already fully adjudicated by the decree of this Court. The principle upon which the ancillary complaint was permitted was the right and judicial power of this Court to protect the integrity and fruits of its own decree notwithstanding § 379, Title 28, of the United States Code. For citation of cases, see Note 8 under said section, page 204 permanent volume, page 36, 1939 pocket part.

A detailed history of the matters litigated and adjudicated by the original final decree of this Court will be found in the opinion of this Court reported in 19 Federal Supple-

ment 127, under title Bechtel Trust Co., et al., vs. Iowa-Wisconsin Bridge Co., et al., and the opinion of the Circuit Court of Appeals of the Eighth Circuit affirming the decree of this Court and its subsequent ruling denying a rehearing and a modification of the decree, found in 98 Federal Reporter (2d) 416, under title First Trust and Savings Bank, et al., vs. Iowa-Wisconsin Bridge Co., et al., and [fol. 814] the order of the Supreme Court of the United States denying the writ of certiorari found in 305 United States Reports 650, under title Phoenix Finance Corp. vs. Iowa-Wisconsin Bridge Co., et al.

When the original case was instituted Phoenix Finance Corporation was not a party, but later under the order of the court was brought in and joined as a party plaintiff. Sometime after final decree Phoenix Finance Corporation, the present respondent, filed a petition for re-hearing and alternatively for a modification of the decree. That petition was heard and submitted and denied. Thereafter the plaintiffs, including Phoenix Finance Corporation, perfected their appeal to the Circuit Court of Appeals for the Eighth Circuit. One of the grounds urged for re-hearing by Phoenix Finance Corporation was that jurisdiction of this court had been ousted when it became a party plaintiff because such joinder had destroyed the diversity of citizenship. This court held that Phoenix Finance Corporation was a dispensable party plaintiff because its rights and interests were fully represented by the trustees and had been fully adjudicated by the final decree, and that so far as jurisdiction was concerned Phoenix Finance Corporation was a formal or nominal party only.

The court is now confronted by a contention upon the part of Phoenix that seems to this Court amazingly inconsistent. The contention is that because this court and the Circuit Court of Appeals held Phoenix a dispensable party, therefore Phoenix was not bound by the final decree and may now litigate in other courts issues fully adjudicated by this court by the original judgment and rulings. The contention seems to entirely overlook the reason for holding Phoenix to be a dispensable party, viz., that its rights [fol. 815] and interests were already fully represented on the record and had been fully adjudicated.

Counsel for the bridge company has submitted proposed findings of fact and conclusions of law, and the Court having examined the same finds them to be ~~fully~~ sustained by the record, and the Court adopts the proposed findings as well as the proposed conclusions of law and they are ordered filed in the case and made part of the record, and decree will be entered for the Iowa-Wisconsin Bridge Company on the supplemental complaint.

Dated this 23rd day of March, 1940.

GEO. C. SCOTT,
United States District Judge.

Filed in the District Court March 23, 1940.

[fol. 816] (Final Decree, March 23, 1940.)

In The District Court of the United States in and for the Northern District of Iowa, Eastern Division.

First Trust & Savings Bank (formerly Bechtel Trust Company) and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Complainants,

vs. In Equity #220.

Iowa-Wisconsin Bridge Company, a corporation, Defendant,

Fayette D. Kendrick, Warren G. Hayes, Anna E. Schuster, T. H. Bakewell and Ernest W. Haverland, Interveners.

This cause came on for further and final hearing before the Court on the 11th day of March, 1940 at Sioux City, Iowa by consent of the parties—

F. A. Ontjes and Wm. C. Green appearing as attorneys for the defendant, Iowa-Wisconsin Bridge Company, and for the interveners;

James R. Morford and Casper Schenk appearing as attorneys for Phoenix Finance Corporation, one of the complainants;

And the Court having filed Findings of Fact and Conclusions of Law herein, for the reasons set forth in said Findings of Fact and Conclusions of Law.

It is hereby Ordered, Adjudged and Decreed that the complainant Phoenix Finance Corporation, its officers, agents, servants, employees and attorneys, be and they are hereby permanently enjoined and restrained in any wise from prosecuting, conducting or carrying forward in any manner whatsoever any and all of the matters, things and questions joined in the actions of law and equity instituted [fol. 817] by the Phoenix Finance Corporation against the Iowa-Wisconsin Bridge Company in the State of Delaware, to-wit:

a. The action entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation organized and existing under the laws of the State of Delaware in and for New Castle County, being Case No. 39, November Term 1938, the summons of said action being dated September 29, 1938, and the alleged cause of action being based on two certain alleged promissory notes, one of \$2000 dated December 15, 1932 and one of \$3125 dated January 20, 1933;

b. An action in the Court of Chancery of the State of Delaware in and for New Castle County, entitled Phoenix Finance Corporation, a corporation of the state of Delaware, plaintiff versus Iowa-Wisconsin Bridge Company, a corporation of the State of Delaware, defendant, subpoena in which was issued and served on said defendant and bill of complaint filed February 18, 1939, asking to recover 517 shares of Class "A" stock of the Iowa-Wisconsin Bridge Company;

c. An action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, duly organized and existing under the laws of the State of Delaware, being case No. 65, September Term 1939, summons in which was issued returnable at Wilmington, Delaware on the 18th day of September 1939, which summons was caused to be issued on the 22nd day of June 1939, the cause being upon alleged promissory note of \$500.00, dated December 31st, 1932, and alleged promissory note of \$12,110.19 dated July 7, 1933 and alleged claim for

\$15,000.00 for money claimed to have been lent and advanced by complainant and upon an alleged payment for \$7000.00 claimed to have been for money due and payable from the defendant to the plaintiff in that case;

[fol. 818] d. An action in the Superior Court of Delaware in and for New Castle County entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, being Case No. 64, September Term, 1939, summons of which was returnable on the 18th day of September 1939, which summons was issued on the 22nd day of June 1939, the alleged cause of action being based on an alleged agreement claimed to have been entered into between Phoenix Finance System, Inc., John W. Schaffer & Company and Iowa-Wisconsin Bridge Company, dated November 10, 1930, under and by virtue of which said Iowa-Wisconsin Bridge Company is claimed to have become indebted to Phoenix Finance System, Inc., in the sum of \$21,262.71, Phoenix Finance Corporation claiming to be the assignee of the Phoenix Finance System, Inc. and claiming the total sum of \$50,000.00 for principal and interest.

e. A suit commenced in the Superior Court of Delaware in and for New Castle County, Delaware, entitled Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware versus the Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware, being Case No. 79, September Term 1939, summons of which was issued returnable on the 18th day of September 1939, which summons was issued on the 11th day of July 1939, the alleged cause of action in said suit being based upon one Series B bond No. 93 in the face amount of \$500.00, and one Series B bond No. 97 in the face amount of \$500.00.

f. That said Phoenix Finance Corporation, its officers, agents, servants, attorneys and employees and all those acting by or through or for them and its successors and assignees, jointly and severally are commanded and ordered [fol. 819] forthwith to satisfy, release and remove from the

records of the Recorder's office of Allamakee County, Iowa, and from the records of the Registrar of Deeds of Crawford County, Wisconsin, that certain mortgage executed by Iowa-Wisconsin Bridge Company to Phoenix Finance System, Inc., dated March 10, 1931 covering the property and assets of Iowa-Wisconsin Bridge Company, which said mortgage was filed for record and recorded in the office of the Recorder of said Allamakee County, Iowa, on or about the 2nd day of June, 1939 and recorded in Book L, pages 625, 626, and which was recorded in the office of the Registrar of Deeds of Crawford County, Wisconsin, on the 18th day of May 1939, and recorded in Volume 153 page 293, and that they deliver the original of said mortgage and note secured thereby for cancellation to the Clerk of this Court.

And the said Phoenix Finance Corporation, its officers, agents, servants, employees and attorneys are hereby directed and commanded to forthwith dismiss the aforesaid cases at the cost of the Phoenix Finance Corporation.

And the said Phoenix Finance Corporation, its officers, agents, servants, employees and attorneys are hereby permanently enjoined and restrained from commencing, prosecuting, or bringing in question, or in any manner carrying forward any suits or causes of action involved in or determined in the Findings of Fact and Conclusions and Final Decree dated December 1st, 1936 and order denying petition for rehearing and modification of decree filed in this cause on March 4, 1937.

That the entire costs in this case on Supplemental and Ancillary Bill be taxed to complainant, Phoenix Finance Corporation.

Dated this 23 day of March A. D. 1940, at Sioux City, Iowa, to be entered of record in the Eastern Division.

GEO. C. SCOTT,
United States District Judge.

Filed in the District Court March 23, 1940.

[fol. 820] (Notice of Appeal).

In the District Court of the United States In and For the
Northern District of Iowa, Eastern Division.

First Trust & Savings Bank (formerly Bechtel Trust Com-
pany) and A. H. Schubert, as Trustees, and Phoe-
nix Finance Corporation, Complainants,
No. 220. vs. In Equity.

Iowa-Wisconsin Bridge Company, a corporation,
Defendant,

Fayette D. Kendrick, Warren G. Hayes, Anna W.
Schuster, T. H. Bakewell and Ernest W. Haver-
land, Interveners,

• • • • •

Iowa-Wisconsin Bridge Company, a corporation,
Complainant,

No. 220. vs. In Equity.

Phoenix Finance Corporation, Defendant.

Supplemental and Ancillary Bill of Complaint as amended.

Notice is hereby given that Phoenix Finance Corpora-
tion, a corporation of the State of Delaware, the defend-
ant to the supplemental and ancillary bill of complaint
as amended of Iowa-Wisconsin Bridge Company in the
above stated cause, appeals to the United States Circuit
Court of Appeals for the Eighth Circuit from the decree
of the Honorable George C. Scott, Judge of the United
States District Court for the Northern District of Iowa,
Eastern Division, entered in said cause upon said supple-
mental and ancillary bill of complaint as amended, on the
23rd day of March, A. D. 1940.

JAMES R. MORFORD,

Address: Delaware Trust Building
Wilmington, Delaware.

CASPER SCHENK,

Address: Des Moines Building,
Des Moines, Iowa.

HAROLD W. NORMAN,

Address: Harris Trust Building,
Chicago, Illinois.

Attorneys for Appellant,
Phoenix Finance Corporation.

Filed in the District Court April 1, 1940.

[fol. 821] (Note by the Clerk of the District Court: Pursuant to Rule 73 (b) of the Federal Rules of Civil Procedure, copy of the foregoing Notice of Appeal was mailed on April 1, 1940, to F. A. Ontjes, Mason City, Iowa; and W. C. Green, St. Paul, Minnesota, attorneys for Iowa-Wisconsin Bridge Company; and notation of such mailing was entered in the civil docket.)

[fol. 822] (Supersedeas Bond on Appeal.)

Know All Men By These Presents:

That we, Phoenix Finance Corporation, a corporation of the State of Delaware, as Principal, and United States Fidelity and Guaranty Company, a corporation of the State of Maryland, as Surety, acknowledge ourselves to be jointly and severally indebted to Iowa-Wisconsin Bridge Company, a corporation of the State of Delaware, in the above cause, in the sum of Twenty Thousand Dollars (\$20,000.00), to the payment of which well and truly to be made, we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 30th day of March, A. D. 1940.

Whereas, on the 23rd day of March, A. D. 1940, in the District Court of the United States, in and for the Northern District of Iowa, Eastern Division, in a suit depending in that Court, wherein First Trust & Savings Bank (Formerly Bechtel Trust Company) a corporation and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, a corporation as aforesaid, were original complainants, and Iowa-Wisconsin Bridge Company, a corporation as aforesaid, was original defendant, and wherein by supplemental and ancillary bill of complaint, the said Iowa-Wisconsin Bridge Company is complainant, and the said Phoenix Finance Corporation is defendant, numbered on the Equity Docket as No. 220, a decree was rendered against the said Phoenix Finance Corporation, a corporation as [fol. 823] aforesaid, from which said decree, Phoenix Finance Corporation, a corporation as aforesaid, has filed a notice of appeal in the Office of the Clerk of said District

Court as aforesaid, thereby prosecuting its appeal to the Circuit Court of Appeals for the Eighth Circuit to reverse said decree.

Now the condition of the above obligation is such that if the said Phoenix Finance Corporation, a corporation as aforesaid, shall prosecute its appeal to final effect and satisfy the judgment in full, together with costs, interest and damages for delay, if for any reason the appeal is dismissed or if the judgment is affirmed, and satisfy in full such modification of the judgment and such costs, interest and damages as the appellate court may adjudge and award, if it fails to make good its plea, then the above obligation to be void; otherwise to remain in full force and virtue.

PHOENIX FINANCE CORPORATION,

By D. E. Renshaw, Vice President.

Attest: (Seal)

M. K. Thompson, Secretary.

UNITED STATES FIDELITY AND

GUARANTY COMPANY, (Seal)

By Mona Roesner, Attorney-in-fact.

Approved: April 8, 1940. As per order this day signed.

GEO. C. SCOTT,

Judge.

Filed in the District Court April 9, 1940.

[fol. 824] Order Granting Stay and Approving
Supersedeas Bond.)

On this 8th day of April, 1940, it appearing to the Court that Phoenix Finance Corporation, one of the complainants in the original proceeding in this cause and the defendant to the supplemental and ancillary bill of complaint of Iowa-Wisconsin Bridge Company, has filed notice of appeal pursuant to Rule 73 of the Rules of Civil Procedure for the District Courts of the United States from the decree of this Court dated March 23, 1940, that Phoenix Finance Corporation has applied to this Court for a suspension and stay of said decree pending appeal, and that the said Phoe-

[fol. 825] nix Finance Corporation has presented to the Court a supersedeas bond in the penal sum of Twenty Thousand Dollars (\$20,000) with United States Fidelity & Guaranty Company, a corporation of the State of Maryland, as surety thereon.

It is now, therefore, Ordered that the appeal of Phoenix Finance Corporation in this cause shall operate to suspend and stay fulfillment of the decree of this Court dated March 23, 1940, only as respects the cancellation and release of the \$50,000., mortgage referred to in paragraph "f" of the Final Decree appealed from, and such suspension and stay to be conditioned upon the Phoenix Finance Corporation executing in proper form under its corporate seal, a full release and acquittance of such mortgage deed and delivering such release and acquittance together with such mortgage and note or notes purported to be secured thereby, to the Clerk of this Court within the next thirty days, to be and to be considered impounded with said Clerk until the determination of said appeal, and in case said Decree is affirmed, all of such impounded papers to be delivered to the Iowa-Wisconsin Bridge Company for the proper recording of such release and cancellation of said mortgage and note or notes. But if said Decree appealed from is reversed, then such release and impounded papers to abide the decision and procedendo of the Circuit Court of Appeals of the Eighth Circuit. In all other respects the permanent injunction granted to remain in full force and effect.

It is further Ordered that the supersedeas bond in the form, in the amount and with the surety as presented to this Court be and the same is hereby approved.

Done and Ordered the day and year above written, at Sioux City, Iowa, to be entered of record in the Eastern Division.

GEO. C. SCOTT,
United States District Judge.

Filed in the District Court April 8, 1940.

[fol. 826] Designation by Defendant-Appellant of Contents of Record on Appeal Pursuant to Rule 75 of Rules of Civil Procedure.)

Phoenix Finance Corporation, the defendant named in the Supplemental and Ancillary Bill of Complaint as amended of Iowa-Wisconsin Bridge Company and the appellant herein, by James R. Morford, Harold W. Norman and Casper Schenk, its attorneys, hereby designates the following portions of the record, proceedings and evidence on said supplemental and ancillary bill as amended, to be contained in the record on appeal:

1. Copy of all docket entries.
2. Motion of Iowa-Wisconsin Bridge Company for leave to file supplemental and ancillary bill of complaint.
3. Order granting leave to Iowa-Wisconsin Bridge Company to file supplemental and ancillary bill of complaint.
4. Supplemental and ancillary bill of complaint of Iowa-Wisconsin Bridge Company as a single document incorporating the amendment thereto but omitting all exhibits. Add notation to the effect that exhibits A, B, C, D and E are to be found in the printed record on appeal to the Circuit Court of Appeals in the foreclosure proceedings in this cause beginning at printed record pages as follows: Exhibit A—p. 156; Exhibit B—p. 179; Exhibit C—p. 202; Exhibit D—p. 411; and Exhibit E—p. 1689; that exhibits F, G and H are the writs of summons only in certain Delaware cases mentioned in the supplemental and ancillary bill and are included with the complete exemplification of the records of said cases in Defendant's Exhibits SC-103, SC-104 and SC-105 respectively, said exhibits being hereinafter designated as part of this record on appeal (Item 35); and that Exhibit I and the cause of action therein mentioned (the Bridge toll ticket case) are not involved in the decree from which this appeal is taken. (Note: The Court is asked judicially to notice the printed record on appeal in said foreclosure proceedings. Additional copies of said printed record will be filed with the Clerk of the Circuit Court of Appeals for the Eighth Circuit and will be made available to the Judges thereof at the argument on this appeal.)
5. Motion of Iowa-Wisconsin Bridge Company for preliminary injunction.

6. Resistance of Phoenix Finance Corporation to application and motion of Iowa-Wisconsin Bridge Company for preliminary injunction omitting exhibits. Add notation to the effect that Exhibits 7(c), 7(d) and 7(e) appear as part of defendant's Exhibits SC-103, SC-104 and SC-105, said exhibits being hereinafter designated as part of this [fol. 827] record on appeal and that Exhibit 7(f) and the cause of action therein mentioned are not involved in the decree from which this appeal is taken.

7. Order of September 28, 1939 at hearing on motion for preliminary injunction and resistance thereto; granting leave to Iowa-Wisconsin Bridge Company to file amendment to supplemental and ancillary bill of complaint and ordering Phoenix Finance Corporation to file its answer within ten days.

8. Findings of fact and conclusions of law dated October 7, 1939 on application and motion of Iowa-Wisconsin Bridge Company for preliminary injunction.

9. Order of October 7, 1939 for preliminary injunction.

10. Order of October 7, 1939 requiring Receiver of Iowa-Wisconsin Bridge Company to deposit \$2,000 to secure the condition of the preliminary injunction bond.

11. Motion of Phoenix Finance Corporation for appointment of auditor, with verified statement of George E. Preuss attached thereto.

12. Motion of Phoenix Finance Corporation to amend order of October 7, 1939, for preliminary injunction.

13. Order of November 6, 1939 amending order of October 7, 1939 for preliminary injunction.

14. Order of November 7, 1939 denying motion of Phoenix Finance Corporation for appointment of an auditor.

15. Answer and counterclaim of Phoenix Finance Corporation.

16. Motion of Iowa-Wisconsin Bridge Company to strike answer and counterclaim of Phoenix Finance Corporation.

17. Order of December 18, 1939 striking portions of the answer and counterclaim of Phoenix Finance Corporation.

18. Notice of Phoenix Finance Corporation of intention to take depositions in compliance with Rule 5 of the United States District Court for the Northern District of Iowa.

19. Notice of Phoenix Finance Corporation of the time and place for the taking of the depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner. (Note: With respect to this designation, incorporate in the record the notice for the taking of said depositions in Chicago, Illinois on January 29, 1940 and add a notation to the effect that a similar notice fixing February 29, 1940 as the date for the taking of said depositions at the same place and before the same Notary had theretofore been served and filed, giving date of service and filing.)

[fol. 828] 20. Motion of Iowa-Wisconsin Bridge Company (a) to strike from the files notice filed by Phoenix Finance Corporation of intention to take depositions, (b) for an order that the depositions of the parties therein specified be not taken, (c) for an order that the depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner be not taken pursuant to the notice of Phoenix Finance Corporation, and (d) to set and proceed with the hearing on permanent injunction.

21. Motion and application of Iowa-Wisconsin Bridge Company that depositions be not taken until further order of Court.

22. Further motion of Iowa-Wisconsin Bridge Company for an order that depositions be not taken with respect to the notice of Phoenix Finance Corporation for the taking of said depositions on January 29, 1940.

23. Order of January 25, 1940 that the depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner be not taken until Court has ruled upon pending motions and then only if Court rules said depositions may be taken.

24. Resistance of Phoenix Finance Corporation to the foregoing motions of Iowa-Wisconsin Bridge Company with all schedules of testimony and exhibits thereto, and including inter alia the report of special examination of the

accounts of Iowa-Wisconsin Bridge Company entitled "Receipts and Disbursements, Iowa-Wisconsin Bridge Company, Lansing, Iowa, November 1, 1930 to September 25, 1933" as prepared by Ernst & Ernst, Accountants and Auditors, under date of January 17, 1940, which said exhibit is filed with said resistance as a separate document but is referred to therein as an exhibit thereto.

25. Order of February 6, 1940 that depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner be not taken.

26. Notice of Phoenix Finance Corporation of the time and place for the taking of the deposition of John A. Thompson.

27. Notice of Phoenix Finance Corporation of the time and place for the taking of the deposition of Albert Penn.

28. Motion of Iowa-Wisconsin Bridge Company for an order that the depositions of John A. Thompson and Albert Penn be not taken.

29. Application of Iowa-Wisconsin Bridge Company for an order that the depositions of John A. Thompson and Albert Penn be not taken until the further order of Court.

[fol. 829] 30. Order of February 14, 1940 that depositions of John A. Thompson and Albert Penn be not taken until Court has ruled upon pending motion and then only if Court rules said depositions may be taken.

31. Resistance of Phoenix Finance Corporation to motion of Iowa-Wisconsin Bridge Company for order that depositions of John A. Thompson and Albert Penn be not taken.

32. Order of March 5, 1940 that depositions of John A. Thompson and Albert Penn be not taken.

33. Reporter's stenographic transcript (two copies filed herewith) of proceedings on final hearing at Sioux City, Iowa, on March 11, 1940.

34. Complainant's Exhibit SC-6 with notation showing that the same instrument was admitted in evidence as Complainant's Exhibit SC-7, and that said last mentioned

exhibit shows the recording of said instrument in Crawford County, Wisconsin, giving date of recording and record reference.

35. Defendant's Exhibits SC-101, SC-102, SC-103, SC-104 and SC-105.

36. Defendant's Exhibits SC-106, SC-107, SC-108, SC-109, SC-112, SC-113, and those portions only of Defendant's Exhibits SC-110 and SC-111 representing stenographic transcripts of statements made by John A. Thompson at the stockholders' meetings of Iowa-Wisconsin Bridge Company of July 8, 1939 and December 6, 1938 respectively, all of said exhibits being offered in evidence on behalf of Phoenix Finance Corporation, objected to by counsel for Iowa-Wisconsin Bridge Company and rejected as evidence by rulings of the District Court. Add notation that Defendant's Exhibit SC-114 is the report of a special examination of the accounts of Iowa-Wisconsin Bridge Company made by Ernst and Ernst, Accountants and Auditors, and is the same document that is an exhibit to the Resistance of Phoenix Finance Corporation to the motions of Iowa-Wisconsin Bridge Company that the depositions of Preuss, et al. be not taken, hereinabove designated as a part of this record on appeal (Item 24 hereof).

37. Findings of fact and conclusions of law dated March 23, 1940.

38. Memorandum opinion of March 23, 1940.

39. Final decree of March 23, 1940.

[fol. 830] 40. Notice of appeal, with date of filing.

41. Supersedeas Bond.

42. Order of April 8, 1940 granting stay of final decree in certain limited respects and approving Supersedeas Bond, together with any supplement to or modification of said order on file at the time the record is certified to the Circuit Court of Appeals.

43. This designation.

44. Statement of appellant of points on which it intends to rely on appeal (filed herewith).

JAMES R. MORFORD,
Address: Delaware Trust Building,
Wilmington, Delaware.

HAROLD W. NORMAN,
Address: Des Moines Building,
Des Moines, Iowa.

CASPER SCHENK,
Address: Harris Trust Building,
Chicago, Illinois.

Attorneys for appellant, Phoenix
Finance Corporation.

Acceptance of Service.

Service of the foregoing Designation by Defendant-Appellant of Contents of Record on Appeal pursuant to Rule 75 of Rules of Civil Procedure is hereby acknowledged and copies thereof received on this 12th day of April, 1940.

F. A. ONTJES,
W. C. GREEN,
Attorneys for Iowa-Wisconsin
Bridge Company, complainant-
appellee.

Filed in the District Court April 13, 1940.

[fol. 831] (Statement by Defendant-Appellant of the Points
on Which It Intends to Rely on Appeal.)

Phoenix Finance Corporation, the defendant-appellant above named, by James R. Morford, Harold W. Norman and Casper Schenk, its attorneys, hereby states the points on which it intends to rely on said appeal as follows:

1. That the decree of the United States District Court for the Northern District of Iowa dated December 1, 1936 (Foreclosure Rec. p. 202) entered in the Mortgage Foreclosure Proceedings commenced in this Court on or about August 28, 1933 (said cause being No. 220 in Equity, the

same designation as this cause on Supplemental and Ancillary Bill of Complaint) wherein First Trust & Savings Bank (formerly Bechtel Trust Company) and A. H. Schubert, as Trustees, were the original complainants and Iowa-Wisconsin Bridge Company, the defendant, and the affirmance thereof by the Circuit Court of Appeals for the 8th Circuit by decree dated August 11, 1938 (Foreclosure Record p. 1709) does not constitute an adjudication against Phoenix Finance Corporation of the several issues and controversies mentioned in the Supplemental and Ancillary Bill of Complaint in this cause.

2. That the injunctive relief granted by the final decree in this cause dated March 23, 1940 on the Supplemental and Ancillary Bill of Complaint of Iowa-Wisconsin Bridge Company in so far as the same deals with certain actions pending in courts of competent jurisdiction of the State of Delaware is in violation of Section 265 of the Judicial Code of the United States.

3. That with respect to each of the actions pending in the courts of the State of Delaware, Iowa-Wisconsin Bridge Company has available and has asserted the defense of res adjudicata, and if the issues involved in such actions have been legally adjudicated against Phoenix Finance Corporation, the courts in which such actions are pending are competent to give Iowa-Wisconsin Bridge Company the benefit of said defenses.

4. That by the final decree in this cause, Phoenix Finance Corporation has been deprived of property and property rights, in violation of Articles V and XIV of the Amendments to the Constitution of the United States.

5. That the District Court erred in striking portions of the Answer and Counterclaim of Phoenix Finance Corporation, in denying to Phoenix Finance Corporation the right to take depositions of witnesses pursuant to the Rules of Civil Procedure, and in refusing to permit the testimony of witnesses and the admission of exhibits on behalf of Phoenix Finance Corporation upon final hearing.

[fol. 832] 6. That the District Court erred in failing to require Iowa-Wisconsin Bridge Company as the party seeking the benefit of a former decree to show that the

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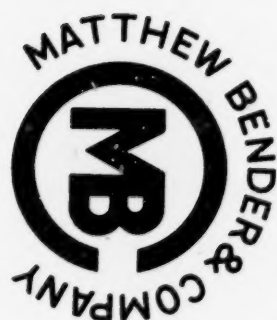
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same was a right decree, and further erred in refusing to permit Phoenix Finance Corporation by its Answer and Counterclaim to the Supplemental and Ancillary Bill of Complaint as amended of Iowa-Wisconsin Bridge Company and by competent evidence and exhibits in [in] support thereof to challenge said former decree and to show that the same was induced by fraud, prejudicial misrepresentation and misstatements by counsel for the prevailing party and a misconception and erroneous assumption of the facts shown by the record.

7. That the District Court erred in the following orders, rulings and decree:

(a) Order of October 7, 1939 as amended by order of November 6, 1939, granting a preliminary injunction;

(b) Order of November 7, 1939 denying motion of Phoenix Finance Corporation for the appointment of an auditor;

(c) Order of December 18, 1939 striking portions of the Answer and Counterclaim of Phoenix Finance Corporation;

(d) Order of February 6, 1940, denying to Phoenix Finance Corporation the right to take the depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner;

(e) Order of March 5, 1940 denying to Phoenix Finance Corporation the right to take the depositions of John A. Thompson and Albert Penn;

(f) Rulings at final hearing on March 11, 1940 denying to Phoenix Finance Corporation the right to offer testimony by the witnesses, John A. Thompson, Albert Penn, Emory H. English and Lee J. Skoner, and in excluding Defendant's Exhibits SC-106, SC-107, SC-108, SC-109, SC-110, SC-111, SC-112, SC-113 and SC-114.

(g) Findings of Fact and Conclusions of Law of March 23, 1940.

(h) Final decree of March 23, 1940.

(i) Order of April 8, 1940 and any modification or amendment thereof, granting a limited and qualified stay

and suspension of said final decree of March 29, 1940 to the extent that any such order or modified order limits, qualifies or imposes any conditions whatsoever upon such stay or suspension.

[fol. 833]

JAMES R. MORFORD,
Address: Delaware Trust Building,
Wilmington, Delaware.

HAROLD W. NORMAN,
Address: Harris Trust Building,
Chicago, Illinois.

CASPER SCHENK,
Address: Des Moines Building,
Des Moines, Iowa.

Acceptance of Service

Service of the foregoing Statement by Defendant-Appellant of the Points on which it Intends to Rely on Appeal is hereby acknowledged and copies thereof received on this 12th day of April, 1940.

F. A. ONTJES,
W. C. GREEN,
Attorneys for Iowa-Wisconsin Bridge
Company, Complainant-Appellee.

Filed in the District Court April 13, 1940.

[fol. 834] (Designation by Defendant Iowa-Wisconsin Bridge Company, Appellee, of Contents of Record on Appeal, Pursuant to Rule 75 of Rules of Civil Procedure.)

Iowa-Wisconsin Bridge Company, the defendant above named and appellee herein, by Fred A. Ontjes and Wm. C. Green, its attorneys, hereby, pursuant to Rule 75 of the Rules of Civil Procedure, designates the following portions of the record, proceedings and evidence on the supplemental and ancillary bill as amended, to be contained in the record on appeal, which were not designated by appellant, Phoenix Finance Corporation.

1. The entire record of this cause as certified on the 9th day of November, 1937, by the Clerk of the United States District Court for the Northern District of Iowa to the United States Circuit Court of Appeals for the Eighth Circuit, including the supplemental transcript of record of exceptions to the Master's Report, likewise certified by [fol. 835] said Clerk on the 28th day of February 1938 as the record on the original trial of this cause and which was before the United States District Court for the Northern District of Iowa, by judicial notice and offer in evidence on the hearing on the supplemental and ancillary bill of complaint herein; said record having been printed as Volumes I to V inclusive, and Supplemental Transcript of Record, and filed in the Circuit Court of Appeals in the aforesaid cause, designated in said Circuit Court of Appeals as Cause number 11055.

In connection with this designation, the defendant-appellee, Iowa-Wisconsin Bridge Company, offers to stipulate as follows:

It is hereby stipulated by and between the Phoenix Finance Corporation, appellant, and Iowa-Wisconsin Bridge Company, appellee, that in lieu of the aforesaid record being printed, the appellee consents that the appellant may file additional printed copies of said record, heretofore filed with the Clerk of the United States Circuit Court of Appeals and used on the original appeal in this cause, for use on the present pending appeal, and that the appellee agrees to consent to an application on the part of appellant to said Court for the entry of an order in accordance with this proposed stipulation.

2. The mandate of the Circuit Court of Appeals heretofore filed affirming the prior decision of the United States District Court for the Northern District of Iowa.

3. Order filed September 18th, 1939 fixing time for hearing and notice for preliminary injunction.

4. Notice for such hearing with marshal's return showing service on Phoenix Finance Corporation and Casper Schenk filed September 18th, 1939.

Note: If copy of Supplemental and Ancillary Bill and Amendment thereto are attached to such Notice it will be

sufficient to state that in notation instead of copying them together with statement that they are the same as the Sup-[fol. 836] plemental and Ancillary Bill with exhibits there-to attached filed September 18th 1939.

5. Affidavit on behalf of Iowa-Wisconsin Bridge Company in support of its motion for preliminary injunction filed September 28, 1939.

6. Motion of Iowa-Wisconsin Bridge Company for leave to file Amendment to Supplemental and Ancillary Bill of Complaint filed September 28, 1939.

7. That portion of the transcript of testimony filed October 2, 1939 taken at hearing at Cedar Rapids, Iowa on September 28th 1939 on motion for preliminary injunction showing that counsel for the Iowa-Wisconsin Bridge Company asked the court to take judicial notice of all its records, files, depositions, evidence, decree and rulings had and made in this cause, and showing that counsel for the Iowa-Wisconsin Bridge Company offered the entire record in this cause in evidence and offered in evidence in support of said motion for preliminary injunction the affidavits filed in support thereof.

8. Preliminary injunction bond filed April 10, 1939 and showing receipt from Oscar R. Thorson, Receiver of \$2000.00 in support of such bond as ordered by the Court.

9. Notice of hearing on December 5, 1939 of motion of Iowa-Wisconsin Bridge Company to strike answer of Phoenix Finance Corporation with acceptance of service thereof endorsed thereon filed December 1st 1939.

10. Notice of hearing on defendant, Iowa-Wisconsin Bridge Company's motion to strike intention to take depositions and that certain depositions be not taken set for February 6th 1940 with acceptance of service endorsed thereon filed January 25, 1940.

11. Notice of hearing on February 6th, 1940 on defendant, Iowa-Wisconsin Bridge Company's motion for order [fol. 837] that depositions be not taken and acceptance of service thereon filed February 6, 1940.

12. Transcript record of proceedings at Dubuque, Iowa on February 6th 1940 on hearing on motions of Iowa-Wis-

consin Bridge Company asking that depositions of certain witnesses be not taken, which was ordered by the Court to be filed and made a part of the record.

13. Notice of hearing on March 5, 1940 on motion of Iowa-Wisconsin Bridge Company that depositions of John A. Thompson and Albert Penn be not taken with acceptance of service endorsed thereon filed February 14, 1940.

14. Order dated February 14, 1940 assigning motions that depositions be not taken and for trial of this cause on its merits at Sioux City on the 5th day of March 1940 at ten o'clock A. M. filed February 14, 1940.

15. Order entered re-assigning case for trial on March 11, 1940 at Sioux City, Iowa entered February 19, 1940.

16. Transcript of proceedings at Sioux City, Iowa on March 5, 1940 on hearing of defendant-appellee, Iowa-Wisconsin Bridge Company's motion for order that depositions of John A. Thompson and Albert Penn be not taken and resistance by Phoenix Finance Corporation thereto which was ordered filed by the court.

17. The following exhibits offered in evidence upon the trial on Supplemental and Ancillary Bill by the Iowa-Wisconsin Bridge Company, appellee, to-wit: Exhibits SC-1, SC-2, SC-3, SC-4, SC-5, SC-6 and SC-7.

18. This designation.

Dated April 18th, 1940.

FRED A. ONTJES,
Foresters Building,
Mason City, Iowa.

WM. C. GREEN,
906 Pioneer Building,
St. Paul, Minn.

Attorneys for Appellee. Iowa-
Wisconsin Bridge Company.

[fol. 838]

Acceptance of Service

Service of the foregoing additional Designation by Appellee of Contents of Record on Appeal pursuant to Rule

75 of Rules of Civil Procedure is hereby acknowledged and copies thereof received on this 19th day of April 1940.

JAMES R. MORFORD,
H. W. NORMAN,
CASPER SCHENK,
Attorneys for Appellant,
Phoenix Finance Corporation.

Filed in the District Court April 20, 1940.

[fol. 839] (Statement Re Appellant's Designation No. 5.)

To:—Mr. Lee McNeely, Clerk of the United States District Court.

Comes now the Iowa-Wisconsin Bridge Company and respectfully states the following with respect to its designation number five, to-wit:

That designation number five designates a joint affidavit which includes the preceding page presenting such affidavit in support of motion for preliminary injunction; that attached to said affidavit are certain exhibits, certified exemplified copies of which were offered in evidence by appellee, Iowa-Wisconsin Bridge Company on the hearing for permanent writ of injunction as Exhibits SC-1, SC-2, SC-3, SC-4 and SC-5, and have been designated by appellee to be incorporated in the record, and appellee hereby requests the Clerk, instead of certifying such exhibits attached to said affidavit, but later offered in evidence by certified exemplified copies aforesaid, to make notation [fol. 840] with respect to such exhibits attached to said affidavit as follows, to-wit:

1. That Exhibits 1 and 1-a attached to said affidavit are the same as Exhibit SC-1 offered on the trial of permanent writ of injunction, which are set out in the record, excepting that they are not certified and exemplified, while Exhibit SC-1 is certified and exemplified.

2. That Exhibit 2 attached to said affidavit is the same as Exhibit SC-2 offered on trial of permanent writ of injunction by appellee Iowa-Wisconsin Bridge Company, which is set out in the record, excepting that it is not cer-

tified and exemplified, while Exhibit SC-2 is certified and exemplified.

3. That Exhibit 3 and 3-a attached to said affidavit are the same as Exhibit SC-3, which was offered on the trial of permanent Writ of Injunction by appellee, Iowa-Wisconsin Bridge Company, and which are set out in the record, excepting that they are not certified and exemplified, while Exhibit SC-3 is certified and exemplified and excepting Exhibit SC-3 also contains copy of summons.

4. That Exhibit 4 attached to said affidavit is the same as Exhibit SC-4 offered on trial of permanent writ of injunction by appellee, Iowa-Wisconsin Bridge Company, which is set out in the record, excepting that it is not certified and exemplified, while Exhibit SC-4 is certified and exemplified, and excepting Exhibit SC-4 also contains copy of summons.

5. That Exhibits 5 and 5-a attached to said affidavit are the same as Exhibit SC-5 offered on the trial of permanent writ of injunction by appellee, Iowa-Wisconsin Bridge Company, which are set out in this record, excepting that they are not certified and exemplified, while Exhibit SC-5 is certified and exemplified, and excepting Exhibit SC-5 [fol. 841] also includes copy of summons, while Exhibits 5 and 5-a do not, and excepting Exhibits 5 and 5-a include the following paper with reference to mistake of form of action and order thereon, to-wit:

“In the Superior Court of the State of Delaware in and
for New Castle County

September Term 1939.

Phoenix Finance Corporation, a corporation duly organized and existing under the laws of the State of Delaware,

No. 79. vs.

Iowa-Wisconsin Bridge Company, a corporation duly organized and existing under the laws of the State of Delaware.

The Plaintiff above named, by Marvel, Morford & Logan, its attorneys, says that it has mistaken the form of action suited to its claim in the above cause, and moves that it be

permitted to amend the form of the above action from an action of case to an action of debt, that being the form of action suited to its claim.

MARVEL, MORFORD & LOGAN,
Attorneys for Plaintiff.

And Now, To-Wit, this 18th day of September, A. D. 1939, the within motion having been considered by the Court, the same is allowed, and the form of the within action is changed from an action of case to an action of debt.

(S. L.) F. L. SPEAKMAN,
J."

That all of the exhibits attached to said affidavit not included in the aforesaid certified exemplified copies be set out as a part of said affidavit.

Respectfully submitted,

FRED A. ONTJES,
WM. C. GREEN,
Attorneys for Appellee, Iowa-
Wisconsin Bridge Co.

Filed in the District Court April 23, 1940.

[fol. 842] Acceptance of Service.

Service of the foregoing Statement Re Appellee's Designation Number 5 is hereby acknowledged and copies thereof received on this 20th day of April 1940.

JAMES R. MORFORD,
H. W. NORMAN,
CASPER SCHENK,
Attorneys for Phoenix Finance
Corporation, Appellant.

Filed in the District Court April 23, 1940.

[fol. 843] (Application to Send Original Exhibits to the Appellate Court.)

Comes now the Phoenix Finance Corporation by its Counsel, Casper Schenk and respectfully moves that an order be entered herein directing the Clerk of this Court to send to the Circuit Court of Appeals, Eighth Circuit, the following Exhibits heretofore offered and admitted or refused in this cause for the inspection of said Appellate Court, and in lieu of copies for the preparation of the record herein on appeal:

Exhibit S.C.-101,
Exhibit S.C.-102,
Exhibit S.C.-103,
Exhibit S.C.-104,
Exhibit S.C.-105,
Exhibit S.C.-110,
Exhibit S.C.-111,
Exhibit S.C.-112,
Exhibit S.C.-113,
Exhibit S.C.-114.

CASPER SCHENK,
Attorney for Phoenix Finance
Corporation.

Filed in the District Court April 23, 1940.

[fol. 844] (Order for Forwarding of Certain Original Exhibits to Appellate Court.)

Be It Remembered, that on this 23rd day of April, 1940, the Application of Appellant, Phoenix Finance Corporation for an Order directing the certification of exhibits to the Circuit Court of Appeals Eighth Circuit came on for hearing, said Phoenix Finance Corporation appearing by its Attorney Casper Schenk and Iowa-Wisconsin Bridge Company appearing by its Attorney F. A. Ontjes, and the Court having examined said application and having heard the statements of counsel, and being fully advised in the premises, finds that the parties have stipulated that said Order may be entered herein provided that the offers and rulings made with respect to said Exhibits and exceptions to said rulings are not modified hereby.

It is, therefore, Ordered that the Clerk of this Court be and he is hereby directed to certify and transmit to the Clerk of the United States Circuit Court of Appeals for the Eighth Circuit the original exhibits named in said Application, to-wit:

Exhibit S.C.-101,
Exhibit S.C.-102,
Exhibit S.C.-103,
Exhibit S.C.-104,
Exhibit S.C.-105,
Exhibit S.C.-110,
[fol. 845] Exhibit S.C.-111,
Exhibit S.C.-112,
Exhibit S.C.-113,
Exhibit S.C.-114.

That said Exhibits are to be transported to said Clerk of said Circuit Court of Appeals Eighth Circuit, for the use of said Clerk in preparing the record on appeal, and for the inspection of the Court on the hearing in said cause, and are to be returned to the Clerk of this Court when no longer needed for said purpose.

The offers and rulings with respect to said Exhibits and the exceptions to said rulings are not modified hereby.

GEO. C. SCOTT,
United States District Judge.

Filed in the District Court, April 23, 1940.

[fol. 846] (Supplemental Explanation in re Defendant-Appellants' Designation No. 15 and Agreement to Stipulation Suggested by Appellee's Designation No. 1.)

Phoenix Finance Corporation, the defendant named in the supplemental and ancillary bill of complaint as amended of Iowa-Wisconsin Bridge Company and the [appeallant] herein, by James R. Morford, Harold W. Norman and Casper Schenk, its attorneys, hereby supplements item 15 of the designation heretofore served and filed in the following respects:

Add notation to the effect that paragraph 17 (e) incorporates by reference Exhibits L, M, N, J, K and I to the answer and cross-bill of Phoenix Finance Corporation filed on October 9, 1939 and stricken by order of Court dated November 7, 1939; that said exhibits are to be found in the printed record on appeal to the Circuit Court of Appeals in the foreclosure proceeding in this cause beginning at printed record pages as follows:

Exhibit L—p. 798

Exhibit M—p. 850

Exhibit N—p. 1395

Exhibit J—p. 1393

Exhibit I—p. 340

Include as a part of the record and as an exhibit to the answer and counterclaim of Phoenix Finance Corporation Exhibit K to said answer and cross-bill and made an exhibit to the answer and counterclaim by reference as aforesaid.

And the said defendant-appellant, by its said attorneys, hereby agrees to the stipulation offered in item 1 of appellee's designation.

The defendant-appellant further designates this supplemental explanation and agreement to be included as a part of the record on appeal.

JAMES R. MORFORD,

Address: Delaware Trust Building,
Wilmington, Delaware.

HAROLD W. NORMAN,

Address: Harris Trust Building,
Chicago, Illinois.

CASPER SCHENK,

Address: Des Moines Building,
Des Moines, Iowa.

Attorneys for Appellant, Phoenix
Finance Corporation.

[fol. 847] Acceptance of Service.

Service of the foregoing Supplemental Explanation in re Defendant-Appellants' Designation No. 15 and Agreement to Stipulation suggested by Appellee's Designation No. 1 is hereby acknowledged and copies thereof received on this 24th day of April, 1940.

F. A. ONTJES,
W. C. GREEN,
Attorneys for Iowa-Wisconsin
Bridge Company, complainant-
appellee.

Filed in the District Court April 25, 1940.

[fol. 848] (Docket Entries in District Court.)

- Sept. 18, 1939. Filed defendant's motion for leave to file Supplemental and Ancillary Bill.
- Sept. 18, 1939. Filed Notice of Motion for leave to file Supplemental and Ancillary Bill, with return thereon by Marshal for the Southern District of Iowa showing service thereof on Casper Schenk as resident agent and attorney of record for Phoenix Finance Corporation.
- Sept. 18, 1939. Filed and entered Order made by Hon. Geo. C. Scott, Judge, Sept. 18, 1939, granting Defendant leave to file Supplemental and Ancillary Bill. (Eq. Jr. page 418).
- Sept. 18, 1939. Filed Supplemental and Ancillary Bill by Iowa-Wisconsin Bridge Co.
- Sept. 18, 1939. Filed Defendant's Motion for Preliminary Injunction.
- Sept. 18, 1939. Filed and entered Order made by Hon. Geo. C. Scott, Judge, September 18, 1939, Fixing Time of Hearing and Notice for Preliminary Injunction September 28, 1939, at 2 o'clock P. M. at Cedar Rapids. (Eq. Jr. page 419).

- Sept. 18, 1939. Filed Notice with Marshal's return showing service on Phoenix Finance Corporation and on Casper Schenk.
- Sept. 28, 1939. Filed affidavit on behalf of Iowa-Wisconsin Bridge Company in support of its Motion for preliminary injunction.
- Sept. 28, 1939. Filed Resistance of Phoenix Finance Corporation, Intervener, to application and motion for preliminary injunction.
- Sept. 28, 1939. Filed motion of defendant Iowa-Wisconsin Bridge Company for leave to file amendment to supplemental and ancillary bill of complaint.
- Sept. 28, 1939. Entered hearing on motion for preliminary injunction, and resistance thereto in open Court at Cedar Rapids, including order of Court granting defendant Iowa-Wisconsin Bridge Company leave to file amendment to supplemental and ancillary bill of complaint, and taking submission of the motion and resistance thereto, subject to filing of briefs by both sides within five days; reporter to file his transcript within five days. (Entered Eq. Jr.—page 422).

Mailed copy of said entry to Casper Schenk, Des Moines, of counsel for Phoenix Finance Corporation; and to F. A. Ontjes, Mason City, of counsel for Iowa-Wisconsin Bridge Company, Defendant.

[fol. 849]

- Sept. 28, 1939. Filed Defendant Iowa-Wisconsin Bridge Company's Amendment to Supplemental and Ancillary Bill of Complaint.
- Oct. 2, 1939. Filed original certified transcript by Vernon L. Grant, certified shorthand reporter, of testimony taken at hearing at Cedar Rapids on September 28, 1939.

- Oct. 3, 1939. Filed Brief on behalf of Phoenix Finance Corporation resisting motion for an Injunction.
- Oct. 7, 1939. Filed Findings of Fact and Conclusions of law, and entered same of record. (Eq. Jr., page 423).
- Oct. 7, 1939. Filed Order for Preliminary Injunction, and entered same of record. (Eq. Jr., page 435).
- Oct. 7, 1939. Filed Order for deposit of \$2,000.00 by Receiver in lieu of surety on Injunction bond. (Eq. Jr. page 443).
- Oct. 9, 1939. Filed Answer of Phoenix Finance Corporation to Supplemental and Ancillary Bill as amended, and cross-bill.
- Oct. 10, 1939. Received from Oscar R. Thorson, Receiver, and deposited in Registry of Court, \$2000.00 in lieu of surety on bond for preliminary injunction.
- Oct. 10, 1939. Filed Preliminary Injunction bond, of Iowa-Wisconsin Bridge Company by H. A. Schremser, President, attested by Irene M. Bell, Secretary.
- Oct. 10, 1939. Mailed to U. S. Marshal, Des Moines, Iowa, copies of Order for preliminary injunction for service on Casper Schenk, Iowa Agent, also attorney for Phoenix Finance Corporation, also upon Emory H. English, as officer and Agent of Phoenix Finance Corporation; as requested by counsel for Iowa-Wisconsin Bridge Company.
- Oct. 18, 1939. Filed Report of Oscar R. Thorson, Receiver, for the months of July, August and September, 1939, inclusive.
- Oct. 23, 1939. Filed Motion of Defendant, Iowa-Wisconsin Bridge Company to Strike from Answer of the Phoenix Finance Corpora-

tion to Supplemental and Ancillary Bill
as Amended and Cross Bill.

- Oct. 25, 1939. Filed Notice of Hearing by Defendant, Iowa-Wisconsin Bridge Company on Motion, with acceptance of service endorsed thereon by James R. Morford, H. W. Norman and Casper Schenk, Attorneys for Phoenix Finance Corporation, on October 23rd, 1939.
- Oct. 25, 1939. Filed Supplement to Motion of Defendant, Iowa-Wisconsin Bridge Company to Strike.
- [fol. 850]
- Oct. 28, 1939. Filed Amendment of Answer of Phoenix Finance Corporation to Supplemental and Ancillary Bill as amended and cross bill.
- Oct. 31, 1939. Filed defendant's second supplement to motion to strike.
- Oct. 31, 1939. Filed defendant's notice of hearing of motion to strike and supplement thereto with acceptance of service thereon by Phoenix Finance Corporation.
- Nov. 2, 1939. Filed motion for appointment of an auditor with notice of hearing attached thereto of Phoenix Finance Corporation.
- Nov. 2, 1939. Filed Notice of hearing of Defendant of Second Supplement to Motion to Strike.
- Nov. 6, 1939. Filed acceptance of service by Phoenix Finance Corporation of motion for appointment of an auditor and notice of hearing of same at Dubuque on Nov. 7, 1939, showing receipt of copy of both the motion and notice on November 2, 1939.
- Nov. 6, 1939. Filed and entered Order made by Hon. Geo. C. Scott, Judge, dated November 6, 1939, modifying the Order of October 7, 1939, by deleting and elim-

inating the provisions of said Order and Interlocutory Decree relative to the \$50,000.00 mortgage referred to in the Supplemental and Ancillary Complaint; and enjoining the Respondent Phoenix Finance Corporation and all persons representing or acting for it from either disposing of said mortgage or in any way attempting to enforce the same, pending further Order of this Court. (Eq. Jr. page 444).

Nov. 7, 1939. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated Nov. 7, 1939, sustaining defendant's supplement to the original Motion to Strike and said Second Supplement to the Motion to Strike; and striking the Answer of the Phoenix Finance Corporation to the Iowa-Wisconsin Bridge Company's Supplemental and Ancillary Complaint as amended and the Amendment to said Answer in their entirety; and ordering the Phoenix Finance Corporation to answer the Iowa-Wisconsin Bridge Company's Supplemental Complaint as Amended within 20 days from this date, the Answer to conform with Rule 8 of Rules of Civil Procedure. (Eq. Jr., p. 446).

Nov. 7, 1939. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated Nov. 7, 1939, overruling the Motion of Phoenix Finance Corporation for the appointment of an auditor, and denying the appointment of an auditor. (Eq. Jr. page 447).

[fol. 851]

Nov. 17, 1939. Filed Amendment to Transcript by Vernon L. Grant, Short-hand reporter at hearing at Cedar Rapids.

- Nov. 27, 1939. Filed Answer and Counterclaim of Phoenix Finance Corporation to the Ancillary and Supplemental Bill as amended.
- Nov. 28, 1939. Filed acceptance of service of Answer and Counterclaim of Phoenix Finance Corporation, and acknowledgment of receipt of two copies thereof by F. A. Ontjes and W. C. Green, Counsel for Iowa-Wisconsin Bridge Co.
- Nov. 28, 1939. Motion of Defendant Iowa-Wisconsin Bridge Company to strike Answer and Counterclaim of Phoenix Finance Corporation.
- Dec. 1, 1939. Filed Notice of hearing on Dec. 5, 1939, on Motion of Defendant Iowa-Wisconsin Bridge Company to strike the answer of Phoenix Finance Corporation, with acceptance of service thereof endorsed thereon by James R. Morford, H. W. Norman, and Casper Schenk, Attorneys for Phoenix Finance Corporation.
- Dec. 5, 1939. Filed application of defendant Iowa-Wisconsin Bridge Co. for an order directing payment of \$1150.00 attorneys' fees.
- Dec. 5, 1939. Filed Order made by Hon. Geo. E. Scott, Judge, dated December 5, 1939, allowing payment of \$1150.00 attorneys' fees. (Eq. Jr., p. 448).
- Dec. 5, 1939. Entered of record submission of Motion of Defendant, Iowa-Wisconsin Bridge Company to Strike the Answer and Counter-claim of Phoenix Finance Corporation, and said Motion is argued by counsel, and, by the Court, taken under advisement. (Eq. Jr., p. 448).
- Dec. 18, 1939. Filed and entered Order made December 18, 1939, on Complainants' Motion, striking certain parts of Answer of Phoe-

nix Finance Corporation to Supplemental and Ancillary complaint. (Eq. Jr., p. 450).

Dec. 28, 1939. Filed Phoenix Finance Corporation's Notice of Intention to Take Depositions.

Jan. 4, 1940. Filed Acceptance of service of Notice of Intention to take depositions by Counsel for Iowa-Wisconsin Bridge Company.

Jan. 24, 1940. Filed Motion of Defendant, Iowa-Wisconsin Bridge Company, to strike Phoenix Finance Corporation's Notice of Intention to take depositions and for order that specified parties' depositions not be taken.

[fol. 852]

Jan. 25, 1940. Filed Notice of hearing on Defendant's Motion to Strike Notice of intention to take Depositions, set for February 6, 1940, at Dubuque, with acceptance of service of notice endorsed thereon by counsel for Phoenix Finance Corporation.

Jan. 25, 1940. Filed Motion of Defendant Iowa-Wisconsin Bridge Company for Order that depositions be not taken.

Jan. 25, 1940. Filed Motion and application of Iowa-Wisconsin Bridge Company for an order that depositions be not taken until further order of Court.

Jan. 25, 1940. Filed Application of Defendant Iowa-Wisconsin Bridge Company for Order for expense money for attorneys.

Jan. 25, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated Jan. 25, 1940, that the depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner be not taken until the Court has ruled on the motions on file in this case (Eq. Jr., p. 452) Copies of this

order sent F. A. Ontjes, Casper Schenk, James R. Morford and Harold W. Norman, Jan. 26.

- Jan. 25, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated Jan. 25, 1940, directing Oscar R. Thorson, Receiver, to pay to F. A. Ontjes the sum of \$300.00 for the purposes mentioned in the application of Defendant Iowa-Wisconsin Bridge Company. (Eq. Jr., page 453). Certified copy of this order sent Oscar R. Thorson, Des Moines. Copies sent F. A. Ontjes, James R. Morford, Harold W. Norman and Casper Schenk, January 26, 1940.
- Feb. 2, 1940. Filed Resistance of Phoenix Finance Corporation to motions heretofore filed by Iowa-Wisconsin Bridge Company regarding notice of Phoenix-Finance Corporation to take depositions of certain witnesses; also exhibit to said Resistance. (Endorsement on original Resistance showing receipt of copy and acceptance of service by F. A. Ontjes for Iowa-Wis. Bridge Co. on Jan. 31, 1940).
- Feb. 2, 1940. Filed Report of Oscar R. Thorson, Receiver, for the months of October, November and December, 1939, inclusive.
- Feb. 6, 1940. Notice of hearing on Feb. 6, 1940, on Defendant's Iowa-Wisconsin Bridge Company's Motion for Order that depositions be not taken, with acceptance of service thereof endorsed thereon by James R. Morford, H. W. Norman, and Casper Schenk, Attorneys for Phoenix Finance Corporation, on Jan. 25, 1940.
- [fol. 853]
- Feb. 6, 1940. Notice of hearing on Defendant's Iowa-Wisconsin Bridge Company's Motion and Application for an Order that Deposi-

tions be not taken until further Order of Court, with acceptance of service thereof endorsed thereon by James R. Morford, H. W. Norman, and Casper Schenk, Attorneys for Phoenix Finance Corporation, on Jan. 25, 1940.

- Feb. 6, 1940. Filed and entered Order by Hon. Geo. C. Scott, Judge, dated February 6, 1940, that depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner shall not be taken. (Eq. Jr., page 454). Copy of this order sent F. A. Ontjes, Casper Schenk, Des Moines, and James R. Morford, Wilmington, Delaware.
- Feb. 6, 1940. Filed Reporter's transcript of hearing on Motion of Iowa-Wisconsin Bridge Company asking that depositions of certain witnesses be not taken.
- Feb. 12, 1940. Filed Notice by Phoenix Finance Corporation of taking Deposition of John A. Thompson at St. Petersburg, Florida, on February 23, 1940, with acceptance of service of notice endorsed thereon by F. A. Ontjes and W. C. Green, Attorneys for Iowa-Wisconsin Bridge Co.
- Feb. 12, 1940. Filed Notice by Phoenix Finance Corporation of taking deposition of Albert Penn, of Coshen, Indiana, at 1709 Harris Trust Building, Chicago, Ills., on February 27, 1940, with service of Notice accepted by F. A. Ontjes and W. C. Green, Attorneys for Iowa-Wisconsin Bridge Co.
- Feb. 12, 1940. Filed Motion of Defendant Iowa-Wisconsin Bridge Co. for order that Depositions of John A. Thompson and Albert Penn not be taken, and, in alternative, to limit scope of depositions.
- Feb. 14, 1940. Filed Notice of hearing on March 5, 1940, on Motion that Depositions of John A. Thompson and Albert Penn not be taken,

with acceptance of service of notice endorsed thereon.

Feb. 14, 1940. Filed Application of Iowa-Wisconsin Bridge Co. for an order that depositions of John A. Thompson, and Albert Penn not be taken until further order of Court.

Feb. 14, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated February 14, 1940, that depositions of John A. Thompson and Albert Penn not be taken until ruling on motion. (Eq. Jr., p. 455).

[fol. 854]

Feb. 14, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated February 14, 1940, assigning motion that depositions not be taken and for trial of case on its merits at Sioux City on March 5th, 1940 at ten o'clock, A. M. (Eq. Jr. page 456).

Feb. 14, 1940. Copies of last above noted Order sent Mr. F. A. Ontjes, Mason City, Mr. James R. Morford, Wilmington, Delaware, and Mr. Casper Schenk, Des Moines, by the Court from Sioux City.

Feb. 15, 1940. Copies of Order of Feb. 14, 1940, that depositions of John A. Thompson and Albert Penn not be taken until ruling on motion, sent to Mr. F. A. Ontjes, Mason City, Mr. James R. Morford, Wilmington, Delaware, and Mr. Casper Schenk, Des Moines, by Lee McNeely, Clerk, from Dubuque.

Feb. 17, 1940. Filed Application of Iowa-Wisconsin Bridge Co. for order to pay cost of transcript.

Feb. 19, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge, on February 19th re-assigning this case for trial on March

11, 1940, at 2 P. M. at Sioux City. (Eq. Jr. 1, page 457).

Feb. 19, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge, February 19, directing receiver pay cost of transcript, and postage. (Eq. Jr., 1, page 458).

Certified copy of above order sent Oscar Thorson, Receiver, at Des Moines.

Feb. 23, 1940. Filed Application of Receiver Oscar R. Thorson, for order granting leave to replace pile ice-break clusters of bridge.

Feb. 23, 1940. Filed and entered Order by Hon. Geo. C. Scott, Judge, granting Receiver leave to replace pile ice-break clusters of bridge. (Eq. Jr., page 459). Certified copy of Order sent Oscar Thorson at Des Moines.

Feb. 29, 1940. Filed Resistance of Phoenix Finance Corporation to Motion of Iowa-Wisconsin Bridge Company for Order that depositions of John A. Thompson and Albert Penn be not taken; with acceptance of service thereof endorsed thereon by counsel for Iowa-Wisconsin Bridge Company.

March 5, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge, dated March 5, 1940, that the depositions of John A. Thompson and Albert Penn shall not be taken. Exceptions reserved to the Phoenix Finance Corporation. (Eq. Jr., page 460).

[fol. 855]

Mar. 11, 1940. Filed and entered record of hearing before the Court at Sioux City on this date upon supplemental and ancillary bill of complaint of Iowa-Wisconsin Bridge Company and answer thereto and cross-bill of Phoenix Finance Corporation; evidence taken and the cause fully submitted

and taken under advisement by the Court.
(Eq. Jr., page 461).

- Mar. 22, 1940. Filed Reporter's transcript of hearing at Sioux City on March 11, 1940. (Fee \$28.15).
- Mar. 22, 1940. Filed Exhibits S. C. 1 to S. C. 7 inclusive.
- Mar. 22, 1940. Filed Exhibits S. C. 101 to S. C. 114 inclusive.
- Mar. 23, 1940. Filed and entered Findings of Fact and Conclusions of Law made by Hon. Geo. C. Scott, Judge, on March 23, 1940. (Eq. Jr. 1, page 462).
- Mar. 23, 1940. Filed Memorandum Opinion of Hon. Geo. C. Scott, Judge.
- Mar. 23, 1940. Filed and entered Final Decree made by Hon. Geo. C. Scott, March 23, 1940. (Eq. Jr. 1, page 481).
- Mar. 23, 1940. Filed Clerk's Statement of costs taxed on Supplemental Bill of Complaint in total sum of \$83.15.
- Mar. 23, 1940. Entered Judgment for costs in sum of \$83.15 on Supplemental Bill, against Phoenix Finance Corporation and in favor of Iowa-Wisconsin Bridge Company. (Judgment Docket D, page 97).
- Mar. 25, 1940. Issued Writ of Permanent Injunction, with copy of Findings of Fact and Conclusions of Law; Memorandum Opinion of the Court; and Final Decree, attached thereto; and mailed same with two copies thereof to U. S. Marshal, Des Moines, Iowa, for service on Phoenix Finance Corporation by serving Casper Schenk as resident agent and as attorney of record of Phoenix Finance Corporation.
- Mar. 26, 1940. Issued Writs of Permanent Injunction with copies thereof and sent same to U.

S. Marshals for service on Phoenix Finance Corporation as follows:

At Wilmington, Delaware, by serving James R. Morford, and Josiah Marvel, Jr. each as attorney of record of Phoenix Finance Corporation.

At Jacksonville, Florida, by serving John A. Thompson, St. Petersburg, Florida, as director, officer and agent of Phoenix Finance Corporation.

At South Bend, Indiana, by serving Albert Penn, Goshen, Indiana, as President of Phoenix Finance Corporation.

[fol. 856]

- Mar. 26, 1940. At Chicago, Illinois, by serving H. W. Norman, 1709 Harris Trust Bldg., Chicago, Illinois, as attorney of record of Phoenix Finance Corporation.
(Continued)
- Apr. 1, 1940. Filed Return by U. S. Marshal for District of Delaware upon Writ of Permanent Injunction showing service upon Phoenix Finance Corporation by serving James R. Morford and Josiah Marvel, Jr., Wilmington, Delaware, Attorneys of record, on March 27, 1940. (Fees & costs \$4.12).
- Apr. 1, 1940. Filed Notice of Appeal from the Decree of March 23, 1940, by Phoenix Finance Corporation.
- Apr. 1, 1940. Pursuant to Rule 73-b of Rules of Civil Procedure, mailed copy of Notice of Appeal to F. A. Ontjes, Mason City, Iowa, and W. C. Green, St. Paul, Minn., Attorneys for Iowa-Wisconsin Bridge Co.
- Apr. 6, 1940. Filed Writ of Permanent Injunction with Return by U. S. Marshal for Southern District of Iowa, showing service on Cas-

per Schenk, as resident agent of Phoenix Finance Corporation in State of Iowa, also as attorney of record for Phoenix Finance Corporation, on March 27, 1940. (Marshal's costs \$4.06).

Apr. 8, 1940. Filed Writ of Permanent Injunction with return by U. S. Marshal, Southern District of Florida, showing service on Phoenix Finance Corporation by delivering copy of writ to John A. Thompson, Director, Officer and Agent of Phoenix Finance Corporation at St. Petersburg, Florida, on April 2, 1940. (Marshal's costs \$3.32).

Apr. 8, 1940. Filed and entered Order Granting Stay and Approving Supersedeas Bond, made by Hon. Geo. C. Scott, Judge of this Court, on April 8, 1940. (Eq. Jr., pages 485-486 Inc.).

Apr. 9, 1940. Filed Supersedeas bond in sum of \$20,000.00 with U. S. Fidelity and Guaranty Company as surety thereon.

April 10, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated April 10, 1940, modifying Order Granting Stay and approving Supersedeas Bond entered on April 8, 1940. (Eq. Jr., pages 487-488 Inc.).

April 10, 1940. Copies of above Order sent Messrs. F. A. Ontjes and Casper Schenk by the Court from Sioux City.

April 10, 1940. Filed Application of Iowa-Wisconsin Bridge Co. for payment of Reporters' fees.

[fol. 857]

Apr. 10, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge of this Court, dated April 10, 1940, directing the Receiver to pay to R. C. Turner, Sioux City, Reporter, \$51.37, and to Daniel F. Wolcott, Wil-

mington, Delaware, \$44.40 costs of transcript, and directing Clerk to assess same as costs in the case. (Eq. Jr., pages 488-489 Inc.).

Certified copy of this order mailed to Oscar R. Thorson, Receiver, Des Moines, Iowa.

Entered additional sum of \$25.87 on Judgment on page 254 of Judgment Docket C, pursuant to Order of this date.

- April 13, 1940. Filed Designation by Defendant-Appellant, Phoenix Finance Corporation of contents of record on appeal pursuant to Rule 75 of Rules of Civil Procedure.
- April 13, 1940. Filed Statement by Defendant-Appellant, Phoenix Finance Corporation of the Points on which it intends to rely on Appeal.
- April 16, 1940. Filed Writ of Permanent Injunction with Return thereon by U. S. Marshal for Northern District of Illinois showing service on Phoenix Finance Corporation by serving H. W. Norman, Attorney of record, on April 1, 1940. (Marshal's fees & costs \$2.06).
- April 17, 1940. Filed Report of Oscar R. Thorson, Receiver, for months of January, February and March, 1940, inclusive.
- April 20, 1940. Filed Designation by Defendant Iowa-Wisconsin Bridge Company, Appellee, of contents of record on Appeal; with acceptance of service thereof endorsed thereon by Counsel for Appellant Phoenix Finance Corporation, under date of April 19, 1940.
- April 20, 1940. Filed Phoenix Finance Corporation's Notice of taking depositions of George E. Preuss, Edgar S. Gage and Lee J. Skoner, in Chicago on January 29, 1940,

before Roy Fuller, Notary Public; with acceptance of service thereof endorsed thereon by Attorneys for Iowa-Wisconsin Bridge Company, on January 24, 1940.

April 20, 1940. Filed Phoenix Finance Corporation's notice of taking depositions of George E. Preuss, Edgar S. Gage, and Lee J. Skoner, in Chicago on February 29, 1940, before Roy Fuller, Notary Public, with acceptance of service thereof endorsed thereon by Attorneys for Iowa-Wisconsin Bridge Company, on January 23, 1940.

[fol. 858]

April 20, 1940. Filed Letter dated April 15, 1940, from James R. Morford of Counsel for Phoenix Finance Corporation, requesting certification and transmission of parts of record designated by Appellant as provided by Rule 75 (j).

April 23, 1940. Filed Statement re Appellee's Designation No. 5; with receipt of copies endorsed thereon by Counsel for Phoenix Finance Corporation.

April 23, 1940. Filed Application of Phoenix Finance Corporation to send original exhibits to the Appellate Court.

April 23, 1940. Filed and entered Order made by Hon. Geo. C. Scott, Judge, granting application of Phoenix Finance Corpn. to send certain original exhibits to Appellate Court.

April 25, 1940. Filed Phoenix Finance Corporation's Supplemental Explanation in re Defendant-Appellant's Designation No. 15 and Agreement to Stipulation suggested by Appellee's Designation No. 1; with acceptance of service thereof endorsed thereon by Counsel for Iowa-Wisconsin Bridge Company, Complainant-Appellee, under date of April 24, 1940.

[fol. 859] (Amendment to Designation of Defendant-Appellant Deleting Certain Portions of Item 36 of Defendant-Appellant's Designation.)

Phoenix Finance Corporation, the defendant named in the supplemental and ancillary bill of complaint as amended of Iowa-Wisconsin Bridge Company and the appellant herein, by James R. Morford, Harold W. Norman and Casper Schenk, its attorneys, hereby amends its Designation of the contents of the record on appeal as heretofore served and filed, in the following respects:

By deleting from Item 36 of said Designation the following words and figures:

“and those portions only of Defendant's Exhibits SC-110 and SC-111 representing stenographic transcripts of statements made by John A. Thompson at the stockholders' meeting of the Iowa-Wisconsin Bridge Company of July 8, 1939 and December 6, 1938 respectively,”

It is the intention of the defendant-appellant by this amendment to omit entirely from its designation for inclusion in the record on appeal defendant's exhibits SC-110 and SC-111.

The defendant-appellant further designates this amendment to be included as a part of the record on appeal.

JAMES R. MORFORD,

Address: Delaware Trust Building,
Wilmington, Delaware.

HAROLD W. NORMAN,

Address: Harris Trust Building,
Chicago, Illinois.

CASPER SCHENK,

Address: Des Moines, Building,
Des Moines, Iowa.

Attorneys for Appellant,
Phoenix Finance Corporation.

Acceptance of Service.

Service of the foregoing Amendment to Designation of Defendant-Appellant Deleting Certain Portions of Item 36 of Defendant-Appellant's Designation is hereby ac-

knowledge and copies thereof received on this 4th day of May, 1940.

F. A. ONTJES,
W. C. GREEN,
Attorneys for Iowa-Wisconsin Bridge Company, complainant-appellee.

Filed in the District Court May 6, 1940.

[fol. 860] (Clerk's Certificate to Transcript.)

United States of America,
Northern District of Iowa.—ss.:

I, Lee McNeely, Clerk of the District Court of the United States in and for the Northern District of Iowa, hereby certify that the foregoing transcript, consisting of pages 1 to 859, contains a full, true and correct copy of such parts of the record, files and proceedings on Supplemental and Ancillary Bill of Complaint as amended as are called for in the designations of contents of record on appeal, filed in cause No. 220 Equity, Eastern Division of the Northern District of Iowa, wherein Phoenix Finance Corporation is Appellant, and Iowa-Wisconsin Bridge Company, a corporation, is Appellee; as full, true and correct as the originals of the same remain on file and of record in my office as such Clerk at Dubuque, Iowa, in said District.

Seal
U. S. Dist. Court
North. Dist.
of Iowa.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Court at my office in Dubuque, Iowa, in said District this 21st day of May, 1940.

LEE McNEELY, Clerk,
United States District Court,
Northern District of Iowa.

Refiled May 22, 1940, after completion by Clerk of District Court, E. E. Koch, Clerk.

[fol. 861] (Order Directing Clerk to Return Transcript of Record and Exhibits to Clerk of District Court, etc.)

United States Circuit Court of Appeals,
Eighth Circuit.

March Term, 1940.

Tuesday, April 30, 1940.

Phoenix Finance Corporation, Appellant,

No. 11,734. vs.

Iowa-Wisconsin Bridge Company, Appellee.

Appeal from the District Court of the United States for
the Northern District of Iowa.

It having been brought to the attention of the Court that the record in the above case as transmitted by the Clerk of the District Court for the Northern District of Iowa is not in a form complying with the Rules of this Court or of the Rules of Civil Procedure,

It is Ordered that the Clerk of this Court be directed to return all of said papers transmitted by the Clerk of the above District Court with the direction to prepare the record for this Court in accordance with the above Rules and transmit such record to the Clerk of this Court on or before thirty (30) days from this date.

April 30, 1940.

[fol. 862] (Order Denying Motion of Appellant for Advancement of Case For Hearing and For Approval of Stipulation With Respect to Record on Appeal.)

United States Circuit Court of Appeals,
Eighth Circuit.

March Term, 1940.

Tuesday, April 30, 1940.

Phoenix Finance Corporation, Appellant,

No. 11,734. vs.

Iowa-Wisconsin Bridge Company, Appellee.

Appeal from the District Court of the United States for
the Northern District of Iowa.

This matter comes before the Court upon the motion of appellant for advancement for hearing, for approval of

stipulation with respect to the record before this Court, and for enlargement of time for oral argument, the motion being supported by Mr. James R. Morford, and opposed by Mr. F. A. Ontjes, and the Court having considered the motion, the response thereto and the oral arguments of counsel, and being advised,

It is Ordered that said motion be and is hereby denied except that in lieu of a reprinting of the record on appeal in cause No. 11,055 (as a part of this record on appeal), appellant may file with the Clerk of this Court not less than six (6) additional copies of such printed record in cause No. 11,055.

April 30, 1940.

[fol. 863] (Order Denying Motion of Appellant For Suspension and Stay of Injunction, etc.)

United States Circuit Court of Appeals,
Eighth Circuit.

March Term, 1940.

Tuesday, April 30, 1940.

Phoenix Finance Corporation, Appellant,
No. 11,734. vs.

Iowa-Wisconsin Bridge Company, Appellee.

Appeal from the District Court of the United States for
the Northern District of Iowa.

This matter comes before the Court on the motion of appellant for suspension and stay of injunction and for enlargement of order of District Court for a limited suspension and stay of injunction pending appeal, and upon the resistance thereto filed by appellee—Mr. James R. Morford appearing in support of the motion, and Mr. F. A. Ontjes in opposition thereto—and the Court being fully advised,

It is Ordered that said motion be and is hereby in all respects denied.

April 30, 1940.

[fol. 765] And thereafter the following proceedings were had in said cause in the Circuit Court of Appeals, viz.:

(Appearance of Mr. Casper Schenk as Counsel for Appellant.)

United States Circuit Court of Appeals,
Eighth Circuit.

Phoenix Finance Corporation, Appellant,
No. 11,734. vs.
Iowa-Wisconsin Bridge Company.

The Clerk will enter my appearance as Counsel for the Appellant.

CASPER SCHENK,
917 Des Moines Bldg.,
Des Moines, Iowa.

(Endorsed): Filed in U. S. Circuit Court of Appeals,
May 20, 1940.

(Appearance of Mr. James R. Morford as Counsel for Appellant.)

The Clerk will enter my appearance as Counsel for the Appellant.

JAMES R. MORFORD,
829 Delaware Trust Building,
Wilmington, Delaware.

(Endorsed): Filed in U. S. Circuit Court of Appeals,
May 22, 1940.

[fol. 766] (Appearance of Mr. Harold W. Norman as Counsel for Appellant.)

The Clerk will enter my appearance as Counsel for the Appellant.

HAROLD W. NORMAN.

(Endorsed): Filed in U. S. Circuit Court of Appeals,
Jul. 17, 1940.

(Appearance of Mr. Fred A. Ontjes as Counsel for Appellee.)

The Clerk will enter my appearance as Counsel for the Appellee.

FRED A. ONTJES.

(Endorsed): Filed in U. S. Circuit Court of Appeals, May 9, 1940.

(Appearance of Mr. William C. Green as Counsel for Appellee.)

The Clerk will enter my appearance as Counsel for the Appellee.

WM. C. GREEN,
906 Pioneer Bldg.,
St. Paul, Minn.

(Endorsed): Filed in U. S. Circuit Court of Appeals, May 10, 1940.

[fol. 767]

(Order of Argument.)

May Term, 1940.

Wednesday, September 18, 1940.

This cause having been called for hearing in its regular order, upon application in open court of Mr. James R. Morford, counsel for appellant, leave is by the Court granted to file motion for imposition of costs against appellee for infraction of Rule of Civil Procedure 75c. Argument is then commenced by Mr. James R. Morford for Appellant, and the hour for adjournment having arrived further argument of this cause is postponed until tomorrow morning.

(Order of Submission.)

May Term, 1940.

Thursday, September 19, 1940.

This cause having been called for further hearing, argument was continued by Mr. James R. Morford for appellant, by Mr. Fred A. Ontjes and Mr. William C. Green for

appellee and concluded by Mr. James R. Morford for appellant.

Thereupon, this cause was submitted to the Court on the transcript of the record from said District Court, the briefs of counsel filed herein and on the motion for imposition of certain costs, with leave to counsel for appellee to file within five days their resistance to said motion.

[fol. 768]

(Opinion.)

United States Circuit Court of Appeals,
Eighth Circuit.

No. 11,734.—OCTOBER TERM, A. D. 1940.

Phoenix Finance Corporation, a
corporation of the State of
Delaware,

Appellant,

vs.

Iowa-Wisconsin Bridge Com-
pany, a corporation of the
State of Delaware,

Appellee.

Appeal from the Dis-
trict Court of the
United States for
the Northern Dis-
trict of Iowa.

[October 26, 1940.]

Mr. James R. Morford (Mr. Casper Schenk, Messrs. Marvel & Morford and Messrs. Zimmerman & Norman were with him on the brief) for appellant.

Mr. F. A. Ontjes and Mr. William C. Green for appellee.

Before SANBORN. WOODROUGH and THOMAS, Circuit Judges.

THOMAS, Circuit Judge, delivered the opinion of the court.

This is an appeal from a decree entered upon a supplemental and ancillary bill of complaint granting an injunction and other relief intended to protect and effectuate the fruits of a prior decree and orders of the court below entered in a suit in which foreclosure of a Mortgage Trust Deed was denied.

Before analyzing the questions for decision we summarize the background of undisputed facts giving rise to the present controversy.

The appellee, Iowa-Wisconsin Bridge Company, herein called the Bridge Company, is a Delaware corporation. It owns a bridge across the Mississippi river between the states of Iowa and Wisconsin. In 1932 it gave a trust deed conveying all of its property to trustees to secure a \$200,000.00 bond issue. The trustees named in the deed were the Bechtel Trust Company, now called First Trust and Savings Bank, an Iowa corporation, and A. H. Schubert, a citizen of Wisconsin. In 1933, the trustees filed a bill of foreclosure in the district court against the Bridge Company. A receiver was appointed in that suit. The Bridge Company answered. Fayette D. Kendrick, a stockholder in the Bridge Company, and other stockholders intervened on behalf of the defendant. Upon Kendrick's motion, the appellant, Phoenix Finance Corporation, a Delaware corporation, was by order of court joined as a party plaintiff and as a defendant to the petition of intervention. Appellant owned \$177,600.00 par value of the bonds and was interested in upholding their validity. By order of court the petition of intervention was taken as an answer to the bill. The case was tried before a master who made findings of fact and conclusions of law. All parties filed exceptions to the master's report. After a hearing, the conclusions of the master were modified by the court. The court made findings of fact and conclusions of law, and a decree was entered thereon denying foreclosure. The appellant herein thereupon filed a motion for a rehearing and in the alternative for a modification

of the decree. The motion was overruled. See *Bechtel Trust Co., et al. v. Iowa-Wisconsin Bridge Co. (Kendrick, et al., Interveners)*, 19 F. Supp. 127.

The Trustees and Phoenix Finance Corporation, hereinafter called Phoenix, appealed to this court from the decree and from the order overruling the motion for rehearing and for modification of the decree, and the decree and orders of the court were affirmed. *First Trust & Savings Bank, et al. v. Iowa-Wisconsin Bridge Co. (Kendrick, et al., Interveners)*, 8 Cir., 98 F.2d 416; Cer. den. 305 U.S. 650; rehearing den. 305 U.S. 676.

In the Bill of Foreclosure the trustees alleged: "That all of said bonds were duly made and executed on behalf of the [Bridge] Company, * * * and that all of said bonds, together with interest coupons attached thereto evidencing interest thereon as aforesaid, have now been issued for a good and valuable consideration and are now outstanding in the hands of divers persons and corporations who are now the owners and holders thereof for value." They prayed that an account be taken of the amount due on the bonds and for a deficiency judgment.

The answer of the Bridge Company denied the validity of the deed of trust; alleged that there was a good defense to all or part of the bonds; and prayed that the plaintiffs be required to make a complete showing as to the consideration received by the Bridge Company in each and every instance for the delivery of the bonds. The petition of intervention prayed that the bill be dismissed and alleged that the bonds and mortgage were fraudulent, without consideration, invalid and void. Phoenix filed an answer to the petition of intervention denying all allegations of fraud.

The final decree contained the following pertinent statement: "That the mortgage and bonds in suit were fraudulently issued. That all bonds are without valid consideration, with the exception of the bonds aggregating \$15,000 hereinafter specified."

In 1938 and 1939 Phoenix instituted five separate suits against the Bridge Company in the state courts of the state of Delaware based upon various of the items claimed to have constituted consideration for the bonds held to be invalid in the foreclosure case.

On September 18, 1939, the Bridge Company filed its supplemental and ancillary bill against Phoenix in the foreclosure proceeding reciting the history of the litigation and the commencement of the suits in the state courts of Delaware; alleging that all the matters involved in the cases in Delaware were adjudicated in the foreclosure suit and that Phoenix was threatening to institute and prosecute further actions against the Bridge Company upon similar alleged causes of action; and praying (1) for an injunction restraining Phoenix (a) from further prosecuting the suits already begun, and (b) from bringing further actions, and (2) for a decree commanding Phoenix to dismiss the suits already begun and to satisfy of record a certain \$50,000.00 mortgage involved in the foreclosure suit and to surrender the notes purporting to be secured thereby.

The answer of Phoenix denies that the matters involved in the Delaware actions were adjudicated in the foreclosure suit, alleges that the Bridge Company is indebted to it in the sum of \$98,349.46, that it is entitled to an accounting, that the findings and decree in the foreclosure suit are contrary to the facts and are the result of the tactics of the interveners and their counsel in the foreclosure suit in presenting a voluminous and confusing record and in making representations or inadvertent misrepresentations to the court, and that the validity of the bonds and the consideration received by the Bridge Company for them were not litigated but were reserved for determination at a second stage of the proceedings.

Parts of the answer were upon motion of appellee stricken, and the introduction of testimony contradicting the findings and decree in the foreclosure proceeding

was denied. The findings and decree were for the Bridge Company, and Phoenix appeals.

All the contentions on this appeal can be disposed of by determining (1) whether Phoenix was such a party to the foreclosure proceeding as that it is bound by the findings and decree entered therein; (2) whether the validity of the bonds and the consideration received for them were adjudicated in the foreclosure case, that is whether the decree in the foreclosure case affirmed by this court is *res judicata* of the controversies involved in the supplemental and ancillary proceedings; (3) whether the injunction is a violation of section 265 of the Judicial Code and of the Fifth Amendment to the Constitution; and (4) whether the burden was upon appellee to show that the decree in the foreclosure was a "right" one and not obtained by fraud.

1. Phoenix contends that the decree in the foreclosure case, affirmed by this court, does not constitute an adjudication against it for the reasons (1) that it was only a formal party to that suit and (2) that it was not represented in that proceeding by the trustees.

On the issue here presented it is unnecessary to consider the technical capacity of Phoenix as a party in the foreclosure suit. The only question is whether its relation to that suit was such that it is bound and concluded by the decree. We think it is. Even though its name had not appeared on the record at all as a party to the case it was not, in a legal sense, a stranger to the cause. Phoenix as the owner of about ninety per cent. of the bonds, acting within its express rights under the trust deed, requested the trustees to institute the foreclosure suit. The suit was begun and prosecuted by attorneys selected and paid by it. When the validity of the bonds was attacked by the answer and the petition of intervention it participated in the trial and in the proceedings. It filed an answer to the petition of intervention. It filed exceptions to the master's report and a petition for rehearing and modification of the decree; and it ap-

pealed to this court. The validity of the bonds held by it was challenged on the grounds of fraud and want of consideration and it had a direct interest in defending them. Its counsel did defend them with exceptional ability.

On this point the case is within the principle "that one who prosecutes or defends a suit in the name of another to establish and protect his own right, or who assists in the prosecution or defense of an action in aid of some interest of his own, and who does this openly to the knowledge of the opposing party, is as much bound by the judgment and as fully entitled to avail himself of it as an estoppel against an adverse party, as he would be if he had been a party to the record." *Souffront v. Compagnie Des Sucreries*, 217 U.S. 475, 487; *Anderson v. Watt*, 138 U. S. 694, 704-5; *Robbins v. Chicago City*, 4 Wall. 657, 71 U.S. 657, 672; *Lovejoy v. Murray*, 3 Wall. 1, 70 U.S. 1, 19; *Hoskins v. Hotel Randolph Co.*, 206 Iowa 932, 211 N.W. 423, 427. And when a party takes an active part in litigation in a federal court and its rights are there determined on the merits, "that court has power to protect its decree in any action, which such litigant may take in another court." *Riverdale Cotton Mills v. Alabama and Georgia Manufacturing Company*, 198 U.S. 188, 195, 196-7.

2. The dispute next turns upon the effect to be given the decree in the foreclosure suit. In considering this issue it should be observed that it has long been the rule in the national courts "that a former judgment between the same parties (or their privies) upon the same cause of action as that stated in the second case constitutes an absolute bar to the prosecution of the second action, not only as to every matter which was offered and received to sustain or defeat the claim or demand, but as to any other admissible matter which might have been offered for that purpose." *Werlein v. New Orleans*, 177 U.S. 390, 397; *Chicot County Drainage Dist. v. Baxter State Bank*, 308 U.S. 371, 378; *Davis v. Brown*, 94 U.S. 423. It is only when a suit is upon a different cause of action, but be-

tween the same parties, that a judgment in the former action operates as an estoppel in the latter only as to every point and question which was actually litigated and determined and is not conclusive as to other matters which might have been, but were not litigated or decided. *Union Central Life Ins. Co. v. Drake*, 8 Cir., 214 F. 536, 542; *Cromwell v. County of Sac*, 94 U.S. 351. These rules have been consistently followed by this court. See *Handlan v. Walker*, 8 Cir., 200 F. 566, 568; *Dickinson v. Orr*, 8 Cir., 94 F.2d 536, 539; *Guettel v. United States*, 8 Cir., 95 F.2d 229, 232; *Badger Dome Oil Co. v. Hallam*, 8 Cir., 99 F.2d 293, 296; *George H. Lee v. Federal Trade Commission*, 8 Cir., 113 F.2d 583, 585.

In this case the parties are the same. The only question relates to whether the matters and things litigated are the same. In the case of *Toucey v. New York Life Insurance Co.*, 8 Cir., 102 F.2d 16, 20, we said: "But although the methods of presenting and determining controversies and the facts on which they arise may sometimes differ in equity and in law, so long as the identity of the controversies can be discerned, the adjudication in one court concludes them." And in *Union Central Life Ins. Co. v. Drake*, *supra*, this court said, "the true test of the identity of causes of action is the identity of the facts essential to maintain them."

It is necessary, therefore, to define the issues tried and determined in the foreclosure suit in order to determine whether the controversies pleaded in the supplemental and ancillary bill can be identified with the controversies adjudicated in the foreclosure decree.

It is urged that in a foreclosure suit the validity of the trust deed only is in issue and the validity of the bonds and the consideration given for them, or the question of fraud inhering in them, are to be determined in a subsequent proceeding. The short answer is that the trustees and Phoenix as well as the Bridge Company elected to litigate all these matters in the foreclosure proceedings,

and having done so all parties are bound by the scope of that decree.

It is well settled that in the foreclosure of a mortgage or deed of trust two issues are usually tendered by the plaintiff. First he asks for the foreclosure of the mortgage lien and the sale of the security and, second, he asks to have the amount of the secured debt established and for a deficiency judgment. The first is an equitable issue and the second a legal one, but the court of equity having taken jurisdiction determines them both. In the foreclosure suit here involved the trustees, acting under the authority expressly conferred upon them by the trust deed, selected a court of equity and therein demanded both remedies. The answer and the petition of intervention traversed both issues, alleging as to both the trust deed and the bonds that they were fraudulently issued. The petition of intervention was more specific and pointed out the nature of the fraud. It alleged that Phoenix and the Bridge Company were dominated and controlled by the same officers; that those common officers in violation of their fiduciary duties to the Bridge Company fraudulently issued the trust deed and the bonds to themselves or to corporations controlled by them for the purpose in brief of fraudulently obtaining ownership of the Bridge Company's property without consideration. Phoenix denied these allegations.

Upon the issues thus joined the burden was on the interveners and the Bridge Company to show such domination and common control. This having been done the burden then rested upon Phoenix, holder of the bonds, and the trustees to show entire fairness in the transaction, including a fair consideration for the bonds. *Geddes v. Anaconda Mining Co.*, 254 U.S. 590, 599. It was upon these issues that the case was tried, and Phoenix, as owner of nearly all the bonds, and its officers and attorneys took an active part. Had they been able in that suit to show that a fair consideration had been paid for the bonds and that the Bridge Company had had the benefit of such

consideration all other elements of fraud would have been comparatively trivial. As said in the opinion of this court on the appeal in the foreclosure suit, "The important issue in the case is the question of the sufficiency of the consideration for the \$177,600 of bonds issued to Phoenix." A mass of evidence was introduced upon that issue, and the court found against Phoenix, declared its bonds invalid and without consideration, and denied foreclosure. In our opinion on the first appeal we summarized the consideration claimed by Phoenix and the trustees to have been paid for the bonds as follows, and it will be found convenient for reference in considering the issue of *res judicata* here:

To Phoenix in consideration of

1. In exchange for its mortgage
dated March 10, 1931,
Principal of mortgage\$50,000.00
Accrued interest 3,548.56
Allowance to give 8% yield
on bonds 12,727.31

\$ 66,275.87
2. For advancements under guar-
anty contract of November
10, 1930,
To Industrial Contracting Co. 10,000.00
To McClintic-Marshall Co. 11,262.71

21,262.71
3. Paid Kramer & Hogg to dis-
charge mechanic's lien 9,600.00
4. Cash 461.42
5. In exchange for 517 shares of
bridge company stock with
accrued interest 60,500.00
6. As security for
Payment of taxes\$ 3,125.00
Advancements 14,610.19

\$17,735.19 20,100.00

To attorneys as security for fee of	4,000.00	10,000.00
To Anderson for claim of	6,000.00	7,400.00
To five claimants for	5,000.00	5,000.00
	<hr/>	
	\$15,000.00	
		<hr/>
		\$200,000.00

With the foregoing rules and the situation described in mind we turn to the controversies alleged in the supplemental and ancillary bill to determine whether or not they may be identified with the facts which were or which might have been adjudicated in the foreclosure decree.

(a) In the supplemental and ancillary bill it is charged, and the answer admits, that in September, 1938, Phoenix filed an action in the Superior Court of Delaware against the Bridge Company in which the alleged cause of action is based upon two promissory notes, one for \$2,000.00 dated December 15, 1932, and one for \$3,125.00 dated January 20, 1933; and the Bridge Company claims that these notes were involved in and were adjudicated in the foreclosure suit.

The record in the foreclosure suit shows that the \$2,000.00 note was a part of the sum of \$14,610.19 designated as "Advancements" in item 6 of the foregoing summary, and that the \$3,125.00 note is the same as the first entry of item 6, referred to as "Payment of taxes". For the total alleged indebtedness under item 6 in the amount of \$17,735.19 bonds in the sum of \$20,100.00 were issued to Phoenix. All the claims included in item 6 were considered in the master's report to which exceptions were filed by Phoenix, the Bridge Company and the interveners. The court considered all the exceptions filed by all the parties and decreed "that all bonds are without consideration, except the bonds aggregating \$15,000.00 referred to hereafter."

Phoenix contends that the decree is wrong with respect to these items; that the record shows that the sums of

\$3,125.00 and \$2,000.00 were actually advanced to the Bridge Company, and that the court without the pleading of a counterclaim or off-set balanced against them \$14,000.00 which Phoenix owed the Bridge Company for stock fraudulently issued to and held by Phoenix. The claims urged here were all asserted in the foreclosure suit without avail and upon appeal to this court the decree was affirmed. The merits of that controversy can not be reexamined in this collateral attack upon the decree. *Root v. Woolworth*, 150 U.S. 401, 414. The adjudication is final and conclusive.

A similar contention was presented to this court in the case of *Thornton v. Carter*, 8 Cir., 109 F.2d 316, and we there said at page 320 of the report, citing numerous authorities, that "If a judgment or decree of this court which disposes of a case on the merits has become final, no purpose can be served by considering whether it is right or wrong. A judgment which is wrong, but unreversed, is as effective as a judgment which is right." In *Cooper v. Reynolds*, 10 Wall. 308, 77 U.S. 308, the Supreme Court said: "It is of no avail * * * to show that there are errors in the record [in a former suit], unless they be such as to prove that the court had no jurisdiction of the case, or that the judgment rendered was beyond its power. This principle * * * takes rank as an axiom of the law." See also *Manson v. Duncanson*, 166 U.S. 533, 547.

(b) It is next charged that in February, 1939, Phoenix commenced a suit against the Bridge Company in the Court of Chancery of Delaware seeking to recover 517 shares of stock of the Bridge Company which were surrendered and cancelled at the time Phoenix fraudulently procured the issuance to it of \$60,500 of bonds (referred to as item 5 in the foregoing summary), which shares the court in the foreclosure suit found and decreed Phoenix was not entitled to have reissued to it. Phoenix admits the commencement of such a suit but contends that there was no issue in the foreclosure suit as to the right of Phoenix to get back the 517 shares of stock.

In the foreclosure suit it was found that the entire transaction involving the exchange of 517 shares of stock for bonds was fraudulent. After the decree in that case was rendered Phoenix filed a petition for rehearing and modification of the decree in which it prayed that the decree be so modified as to reinvest in it the 517 shares of stock. The court denied the petition and this court affirmed.

In the opinion of this court (98 F.2d at p. 428) we said with reference to this matter, "In refusing to modify the decree to require the Bridge Company to return to Phoenix 517 shares of stock surrendered in exchange for bonds the court invoked the maxim that 'He who hath done iniquity shall not have equity.' * * * In the present case the district court adopted the view that all of the transactions leading up to the issuance of the bonds were steps in a single fraudulent enterprise to obtain ownership of the bridge after a foreclosure. * * * Having determined that the appellants had no standing to maintain their suit, the district court had neither the right nor the duty to compel the bridge company to restore what it had received from the bondholders. This is not a case in which the defrauded party is suing to rescind. Here the fraud has been pleaded only as a defense. * * * when the wrongdoer as plaintiff is attempting to enforce the tainted contract he is turned out of court empty handed." Citing authorities.

The question for determination is whether the denial of a restoration under the "clean hands doctrine" by a court having jurisdiction is *res judicata* or whether the wrongdoer may in a separate suit go into another court and recover the property used by him in perpetrating the fraud denounced by the court which denied restoration. If he may do so it would seem that the clean hands doctrine is only a bother, putting litigants to much useless trouble and expense. No authority has been cited to sustain such a practice. In *Root v. Woolworth, supra*, the Supreme Court said, "The jurisdiction of courts of equity to interfere and effectuate their own decrees by injunctions or writs of assistance in order to void the relitigation of

questions once settled between the same parties is well settled." One who fraudulently procures a conveyance may not defeat the defrauded grantor, nor protect himself from the consequences of his fraud, by bringing a suit for restoration in another jurisdiction from the one in which his fraud was adjudged. He is concluded by the first judgment. *Independent Coal & Coke Co. v. United States*, 274 U.S. 640.

(c) In June, 1939, Phoenix brought another action in the Superior Court of Delaware against the Bridge Company upon a promissory note for \$500.00 and another note for \$12,110.19, and also upon two claims, one for \$15,000.00 and one for \$7,000.00. The two notes formed part of the alleged consideration for the issuance of \$20,100.00 of bonds, referred to in item six of the foregoing summary. They are governed by the considerations discussed in paragraph (a) above. The claim for \$15,000.00 is a mere restatement of the claim on the notes in different form and in the alternative. The claim for \$7,000.00 is a claim for interest on the notes. All these claims are sufficiently identified with the controversy adjudged in the foreclosure suit. The decree in that suit concludes them all.

(d) In June, 1939, Phoenix brought another suit against the Bridge Company in the Superior Court of Delaware for \$21,262.71 based upon a guaranty agreement dated November 10, 1930. This claim is scheduled under item 2 in the foregoing summary. It is made up of the same items. They were considered in the foreclosure suit and the court found the guaranty agreement to be without consideration, fraudulent and void. The court found that the claimed advancement for the Bridge Company had not been made by Phoenix. Clearly these claims were litigated in the foreclosure suit, and that judgment is conclusive upon the parties.

(e) Another suit in the Delaware court brought by Phoenix against the Bridge Company is based upon two bonds of the face value of \$500.00 each. It is admitted that these bonds are a part of those issued to Anderson

(referred to in the foregoing summary) in the total amount of \$7,400.00 for a debt of \$6,000.00. The court below in the foreclosure suit found that they were valid to the extent of the consideration paid for them by Anderson and invalid for all in excess of that amount. Payment of the amount found to be due was ordered.

The issuance of these bonds was a part of the entire fraudulent scheme to which the officers of Phoenix were parties. They can be paid only in the manner provided in the decree in the foreclosure suit. Equity will follow them until they come into the hands of an innocent purchaser for value. Even then the wrongdoer could not acquire them free from the obligation imposed upon them by the court. Phoenix having been a party to the fraud cannot be an innocent purchaser for value no matter when it acquired title. *Independent Coal & Coke Co. v. United States, supra*, at page 647. The adjudication is binding upon it.

(f) Item 1 of the foregoing summary shows that upon the trial of the foreclosure suit Phoenix accounted for \$66,275.87 of the consideration claimed to have been given for the bonds of the Bridge Company issued to it by an exchange of bonds for a mortgage on the property of the Bridge Company dated March 10, 1931, in the principal amount of \$50,000.00 and accrued interest and allowance to give an 8% yield on the bonds.

After hearing and considering the evidence in respect of this mortgage the court below in the foreclosure suit found that it was fraudulently issued; "That in truth and in fact no indebtedness of said Bridge Company to the Phoenix Finance System, Inc., existed and the Bridge Company received no consideration for the execution of said mortgage; that the same was and is wholly without consideration, fraudulent and void. At said time [March 10, 1931] said Thompson caused entries to be made on the books of said Bridge Company purporting to show receipt of \$50,000 in cash, whereas, in truth and in fact, said amount and no part thereof was received by the Bridge Company."

In its petition for a rehearing or in the alternative for a modification of the decree, Phoenix prayed "that the decree be modified so as to withhold from adjudication the question of the validity of the \$50,000 mortgage given by the bridge company to petitioner, reserving the right to petitioner to litigate said mortgage in another action, if it so desires." The petition was denied and this court affirmed.

In the supplemental and ancillary bill the Bridge Company alleges that in 1939 Phoenix caused this mortgage to be recorded, thereby wrongfully causing said mortgage to cast a cloud upon the title to its property; and it prayed that Phoenix be required to surrender the original mortgage and any purported notes secured thereby. The prayer was granted.

Phoenix would relitigate the validity of this mortgage. Its position is that the \$50,000 note secured by the mortgage was not introduced in evidence in the foreclosure suit nor was it in issue and, therefore, was not adjudicated. It is not claimed that there was a different consideration for the note than the consideration for the mortgage, which was held to be fraudulent and non-existent. There can be no merit in such a contention. The entire transaction was decreed to be fraudulent and without consideration. The decree is conclusive. "A successful defense on the merits in an action either on the principal debt or the collateral will bar an action on the other." 34 C.J. 853.

In this proceeding the court further found that Phoenix is threatening to prosecute further actions in the courts of Delaware against the Bridge Company on causes of action based upon the alleged consideration for the bonds involved in the foreclosure suit; and the decree enjoined Phoenix, its officers, agents, servants, employees and attorneys from commencing or carrying forward any suits or causes of action involved in or determined in the findings of fact and conclusions and decree dated December 1, 1936 [in the foreclosure suit], and order denying petition

for rehearing and modification of decree filed March 4, 1937.

The decree was proper and necessary to secure to the Bridge Company the full benefit of the decree and orders in the foreclosure suit.

3. It is claimed on this appeal that the injunction granted is in violation of section 265 of the Judicial Code and that it results in a denial of the rights of Phoenix guaranteed by the Fifth Amendment to the Constitution. These contentions may be considered together because unless the decree violates section 265 it does not deprive Phoenix of any of its constitutional rights.

The pleading by which the Bridge Company invoked the jurisdiction of the district court in this proceeding is without doubt a supplemental and ancillary bill in equity, intended to effectuate the adjudication and orders made by the same court in the foreclosure suit. In *Local Loan Co. v. Hunt*, 292 U.S. 234, 239, the Supreme Court said: "That a federal court of equity has jurisdiction of a bill ancillary to an original case or proceeding in the same court, whether at law or in equity, to secure or preserve the fruits and advantages of a judgment or decree rendered therein, is well settled. (Citing authorities) * * * The proceeding being ancillary and dependent, the jurisdiction of the court follows that of the original cause, and may be maintained without regard to the citizenship of the parties or the amount involved, and notwithstanding the provisions of §265 of the Judicial Code, U.S.C., Title 28 §379." Citing authorities. The leading authorities upon this proposition are collected in the opinion of this court in *Toucey v. New York Life Ins. Co.*, 8 Cir., 102 F.2d 16, at page 23 of the report. See also *Julian v. Central Trust Co.*, 193 U.S. 93, 112. This contention is without merit.

4. Phoenix contends that by a recognized application of the equitable maxim that "He who seeks equity must do equity", the Bridge Company by its bill of complaint supplemental and ancillary to the decree in the foreclosure

suit was required to show that such decree was a "right" decree and that Phoenix was entitled to show that such decree should not be implemented.

In support of this contention counsel cite Pomeroy on Equity Jurisprudence, Vol. 1 (3d Ed.) sec. 388; *Union Central Life Ins. Co. v. Drake*, 8 Cir., 214 F. 536, 538; *United States v. Debell*, 8 Cir., 227 F. 775, 779; and *Levy v. Kress*, 8 Cir., 285 F. 836, 839. These authorities fall far short of supporting the contention of Phoenix. They place no such burden upon the victim of a wrongdoer when he attempts to secure the fruits of a former judgment against such wrongdoer. The principle of the authorities relied upon is stated in the *Levy case, supra*, to be—"that he who seeks equity must do equity, and in a case in which the rules and principles of equity demand it a court of chancery may condition the grant of relief sought from it by a party to a suit, with the enforcement of a claim or an equity held by the opposing party, although by reason of the statute of limitations, or by reason of a former judgment or otherwise, the latter could not enforce his claim in any other way." The principle thus stated is not in conflict with the "clean hands doctrine", which is also a venerable principle of equitable jurisprudence. It purports to apply only where "the rules and principles of equity demand it", not where it would defeat some salutary principle of equity. As shown in the authorities relied upon by appellant restoration is granted in a subsequent suit only where the parties to the transaction were in *pari delicto*, or where the successful party in the first suit was at fault in regard to the particular item sought to be recovered, or where the unsuccessful party was not at fault. The rule is applied generally for the protection of innocent parties and not for the benefit of parties whose hands were found to be unclean in the first suit. Compare *Thornton v. Carter, supra*.

In further support of this contention Phoenix relies upon a rule stated by Lord Redesdale in *Hamilton v. Houghton*, 2 Bligh. 169, 4 Eng. Reprints 290, as follows:

"The party who comes into a court of equity to have the benefit of a former decree must show that it was a right decree, if the decree appears to be erroneous, the Court cannot carry it into execution."

The foregoing rule is applicable only in cases where a party is seeking to modify or enlarge an incomplete decree and then to enforce it. In such a case the entire cause may be reexamined to determine the existence of equitable grounds for relief. *Lawrence Manufacturing Company v. Janesville Cotton Mills*, 138 U.S. 552, 561; *Gay v. Parpart*, 106 U.S. 679, 699; *O'Brien v. Wheelock*, 184 U.S. 450, 483; *Utah Power & Light Co. v. United States*, Ct. of Cl., 42 F.2d 304, 308; *Kimien v. Atlas Exchange Nat. Bank of Chicago*, 7 Cir., 92 F.2d 615, 617; *Compton v. Jesup*, 6 Cir., 68 F. 263, 294, 315. In *Compton v. Jesup*, *supra*, Chief Justice Taft (then Judge Taft) states the rule as follows: "where the aid of a court of equity is invoked to enforce or 'piece out' (as the phrase is) an incomplete decree of another or the same court, the court appealed to may examine the justice of the decree sought to be enforced, and may refuse its aid, if it finds the decree inequitable, or may impose, as a condition of its granting relief, any variation or limitation with respect to the operation of the decree which justice and equity may require."

Obviously, the rule has no application in the instant case. The Bridge Company is not seeking to "piece out" an incomplete decree and then to enforce it. All that is sought here is the benefit of the fruits of a decree affirmed by this court. That decree is conclusively presumed to be correct. If it were otherwise there could be no end to litigation, the rule of the finality of judgments would have no efficacy, and the doctrine of *res judicata* would be annulled.

There remains for consideration the question of the fraud alleged to have been practiced by counsel for the interveners in the foreclosure suit. In response to the supplemental and ancillary bill of the Bridge Company

Phoenix filed an answer and counterclaim in which it asserted the right to litigate the validity of the various items of consideration given by it for the bonds of the Bridge Company. As a ground for this claimed right Phoenix alleged that "To the extent that the findings of this Court as entered December 1, 1936, and its decree are inconsistent with the foregoing allegations, the said findings and decree are contrary to the facts and are the result of the tactics of the interveners and their counsel in the trial of the foreclosure proceedings, first, in presenting to this Court a voluminous record consisting largely of testimony and exhibits relating to immaterial and irrelevant issues, so confused, ambiguous and disorderly as to make it difficult, if not impossible, for the Court to ascertain the facts and to compel the Court to rely upon the representations of counsel, and second, in making false representations or inadvertent misrepresentations with respect to" certain of the alleged items of consideration for the bonds.

Phoenix alleged further that it had not had its day in court for the reason that it believed "that the question of the validity of the bonds or the consideration received by the Bridge Company therefor was reserved for a second stage of the proceedings"; and that this belief was founded in part upon the prevailing practice with respect to foreclosure proceedings in United States courts and in part upon an apparent ruling of the Master that such would be the procedure before him.

Upon motion of counsel for the Bridge Company these allegations of the answer and counterclaim were stricken on the ground stated in the order of the court that "Phoenix Finance Corporation is clearly endeavoring to relitigate questions of fact and law which were fully litigated and opportunity given to litigate on the trial of the principal case, in which trial and decision all accounts, indebtedness and matters entering into the consideration of the issue of each and all of the bonds secured by the mortgage sought to be foreclosed were in question, and were considered and determined."

The court, we think, fairly stated the situation presented by the record and the pleadings. Phoenix, in effect, sought to annul the findings and decree of the court in the foreclosure proceeding on account of the assumed neglect or misapprehension of the issues by its own counsel and counsel for the trustees in matters arising on the trial. This it cannot do for two reasons.

First, Phoenix could not by a direct proceeding have impeached the former decree for this alleged fraud, because, even if it were sufficient to invalidate that decree, no valid reason is shown why such fraud was not interposed and brought to the attention of the court in the foreclosure suit; and having failed to present these matters at the proper time it cannot collaterally attack the decree in an answer and counterclaim in this ancillary proceeding. *Root v. Woolworth, supra.*

Second, if indeed these allegations may be said to constitute fraud at all, such fraud adhered in the trial of the foreclosure suit and is not a ground for annulling the decree. It was said by the Supreme Court in *United States v. Throckmorton*, 98 U.S. 61, 68, that "the acts for which a court of equity will on account of fraud set aside or annul a judgment or decree, between the same parties, rendered by a court of competent jurisdiction, have relation to frauds, extrinsic or collateral, to the matter tried by the first court, and not to a fraud in the matter on which the decree was rendered." See *Atchison, T. & S. F. Ry. Co. v. United States*, 8 Cir., 106 F.2d 899, 903; *Continental Nat. Bank v. Holland Banking Co.*, 8 Cir., 66 F.2d 823, 830.

Aside from these rules of equity which in addition to the reason assigned by the court below justify the order striking the allegations from the answer and counterclaim, the facts pleaded do not constitute fraud. Voluminous, ambiguous and disorderly testimony offered and received on a trial, if permitted, is not a fraud upon a party participating in the trial. His counsel has every opportunity to analyze the testimony for the court. The same thing is true in respect of an "inadvertent mis-

representation" of counsel as to the issues. His opponent being present he should at the time call such matters to the attention of the court. Neither is a misconception of the law controlling the issues by counsel for either party a fraud upon his client for which equity can or will give relief in a subsequent proceeding to enforce the judgment against him. The court did not err in striking the allegations of fraud from the answer and counterclaim.

The decree appealed from is

Affirmed.

[fol. 791] (Order Denying Motion of Appellant for Imposition of Costs Against Appellee, etc.)

October Term, 1940.

Saturday, October 26, 1940.

At the time of oral argument of this case, appellant filed, by leave of this Court, a motion for imposition of costs against appellee for infraction of Rule 75 (e) of the Rules of Civil Procedure adopted by the Supreme Court of the United States pursuant to the Act of Congress of June 19, 1934. Said motion has been considered by the Court, and It is now here ordered that the same, be, and is hereby, denied.

October 26, 1940.

(Decree.)

United States Circuit Court of Appeals,
Eighth Circuit.

October Term, 1940.

Saturday, October 26, 1940.

Phoenix Finance Corporation, a corporation of the State
of Delaware, Appellant,

No. 11,734. vs.

Iowa-Wisconsin Bridge Company, a Corporation.

Appeal from the District Court of the United States for
the Northern District of Iowa.

[fol. 792] This cause came on to be heard on the transcript of the record from the District Court of the United States for the Northern District of Iowa, and was argued by counsel.

On Consideration Whereof, it is now here ordered, adjudged, and decreed by this Court, that the decree of the said District Court, in this cause be, and the same is hereby, affirmed with costs; and that the Iowa-Wisconsin Bridge Company, a Corporation, have and recover against the Phoenix Finance Corporation, a corporation of the State of Delaware, the sum of Twenty Dollars for its costs herein and have execution therefor.

October 26, 1940.

[fol. 834] (Order Denying Petition for Rehearing.)

October Term, 1940.

Saturday, November 16, 1940.

The petition for rehearing filed by counsel for appellant in this cause having been considered, It is now here ordered by this Court that the same, be, and it is hereby, denied.

November 16, 1940.

(Motion of Appellant for stay of Mandate Pending Application to the Supreme Court of the United States for Writ of Certiorari.)

To the Honorable the Judges of the United States Circuit Court of Appeals for the Eighth Circuit or any Judge Thereof:

Now Comes Phoenix Finance Corporation, the appellant, by James R. Morford, one of its attorneys, and respectfully shows to the Court:

1. That an order denying the appellant's petition for rehearing was entered in the above stated cause on the 16th day of November, 1940, and accordingly, pursuant to Rule 19 (2) of the Rules of the United States Circuit Court of Appeals for the Eighth Circuit, the mandate to the District Court in this cause will, unless stayed, be issued on the 27th day of November, 1940.

[fol. 835] 2. That it is the intention of the appellant to petition the Supreme Court of the United States for a writ of certiorari in this cause, and counsel for the appellant is now engaged in the preparation of such petition for writ of certiorari and a brief in support thereof. After said petition and supporting brief are prepared, it will be necessary to have the same printed in conformity with the Rules of the Supreme Court of the United States. The necessary preparation and printing of the petition and supporting brief cannot be accomplished before the 27th day of November, 1940.

3. The appellant has ordered from the Clerk of the United States Circuit Court of Appeals for the Eighth

Circuit a certified transcript of the record, with the necessary additional printed copies thereof, for filing in the Supreme Court of the United States as soon as said petition and supporting brief are completed and printed.

Wherefore, your petition prays, in conformity with Rule 19 (3) of the Rules of the United States Circuit Court of Appeals for the Eighth Circuit, that the mandate of this Court in the above stated cause to the District Court of the United States for the Northern District of Iowa be stayed for a period of thirty days pending application to the Supreme Court of the United States for certiorari and, if certiorari be granted, until final disposition of said cause in the Supreme Court of the United States.

JAMES R. MORFORD,

Address: Delaware Trust Building,
Wilmington Delaware.

Attorney for Appellant,
Phoenix Finance Corporation.

[fol. 836] State of Delaware,
New Castle County—ss.:

James R. Morford being duly sworn deposes and says that he is one of the attorneys for Phoenix Finance Corporation, appellant in the above entitled cause; that he has read the foregoing motion, and that the facts set forth therein are true as he verily believes.

JAMES R. MORFORD.

Subscribed and sworn to before me by the said James R. Morford, this 18th day of November, A. D. 1940.

(Seal)

R. M. FITZPATRICK,
Notary Public.

(Endorsed): Filed in U. S. Circuit Court of Appeals,
Nov. 19, 1940.

(Order Staying Issuance of Mandate.)

November Term, 1940.

Tuesday, November 19, 1940.

On Consideration of the motion of appellant for a stay of the mandate in this cause pending a petition to the Supreme Court of the United States for a writ of certiorari, It is now here ordered by this Court that the issuance of the mandate herein be, and the same is hereby, stayed for a period of thirty days from and after this date, and if within said period of thirty days there is filed [fol. 837] with the Clerk of this Court a certificate of the Clerk of the Supreme Court of the United States that a petition for writ of certiorari, record and brief have been filed, the stay hereby granted shall continue until the final disposition of the case by the Supreme Court.

November 19, 1940.

[fol. 838]

(Clerk's Certificate.)

United States Circuit Court of Appeals,
Eighth Circuit.

I, E. E. Koch, Clerk of the United States Circuit Court of Appeals for the Eighth Circuit, do hereby certify that the foregoing transcript composed of two volumes, Volume I consisting of pages a to 480, inclusive, and Volume II consisting of pages 481 to 839, inclusive, contains the transcript of the record from the District Court of the United States for the Northern District of Iowa as prepared and printed under the rules of the United States Circuit Court of Appeals for the Eighth Circuit, under the supervision of its Clerk, and full, true and complete copies of the pleadings, record entries and proceedings, including the opinion, had and filed in the United States Circuit Court of Appeals, except the full captions, titles and endorsements omitted in pursuance of the rules of the Supreme Court of the United States, in a certain cause in said Circuit Court of Appeals wherein the Phoenix Finance Corporation, a Corporation of the State of Delaware, was Appellant, and the Iowa-Wisconsin Bridge Company, a Corporation, was Appellee, No. 11734, as full, true and complete

as the originals of the same remain on file and of record in my office.

I do further certify that a copy of the printed record in the case of First Trust and Savings Bank and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Appellants, vs. Iowa-Wisconsin Bridge Company, a corporation, Defendant, and Fayette D. Kendrick, Warren G. Hayes, Anna W. Schuster, T. H. Bakewell and Ernest W. Haverland, Interveners, Appellees, No. 11,055, referred to in the order of the United States Circuit Court of Appeals at page 764 of this printed record, consisting of [fol. 839] Volumes I to V and paged from a to 1686, inclusive, and also separate volume "Supplemental Transcript of Record", paged from 1 to 61, inclusive, and upon which said cause was heard and determined by said Circuit Court of Appeals is herewith transmitted to the Supreme Court of the United States.

I do further certify that there is also transmitted herewith to the Supreme Court of the United States Volume VI "Transcript of Record" in said cause No. 11,055, paged from 1687 to 1718, both inclusive, containing proceedings in said Circuit Court of Appeals in said cause No. 11,055.

In Testimony Whereof, I hereunto subscribe my name and affix the seal of the United States Circuit Court of Appeals for the Eighth Circuit, at office in the City of St. Louis, Missouri, this 26th day of November, A. D. 1940.

(Seal)

E. E. KOCH,
Clerk of the United States Circuit Court of Appeals, Eighth Circuit.

[fol. 840] SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed January 20, 1941

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Eighth Circuit is granted, and the case is assigned for argument immediately following No. 587.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.

[fol. 841] IN THE SUPREME COURT OF THE UNITED STATES

STIPULATION AS TO RECORD—Filed January 31, 1941

It Is Stipulated And Agreed by and between James R. Morford, one of the attorneys for Phoenix Finance Corporation, petitioner, and Fred A. Ontjes, one of the attorneys for Iowa-Wisconsin Bridge Company, respondent in the above stated cause, subject to the approval of the Court, as follows:

That the printed copies of the record, in the cause in the Circuit Court of Appeals of the United States for the Eighth Circuit entitled "First Trust and Savings Bank and A. H. Schubert, as Trustees, and Phoenix Finance Corporation, Appellants, vs. Iowa-Wisconsin Bridge Company, a corporation, defendant, and Fayette D. Kendrick, Warren G. Hayes, Anna W. Schuster, T. H. Bakewell and Ernest W. Haverland, Interveners, Appellees," the same being No. 11055 in equity in said court and being the same record filed in the Supreme Court of the United States on former petition for certiorari (No. 438 October Term 1938) as heretofore filed in the Supreme Court of the United States by the petitioner in connection with petition for writ of certiorari, shall be deemed a sufficient compliance with Rule 38, para-[fol. 842] graph 7, of the Rules of the Supreme Court of the United States with respect to the printing of additional copies of the record after the granting of writ of certiorari.

James R. Morford, Attorney for Phoenix Finance Corporation, Petitioner. Fred A. Ontjes, Attorney for Iowa-Wisconsin Bridge Company, Respondent.

January 27, 1941.